

GLOBAL CLIENT ACCOUNT AGREEMENT

全球客户账户协议

1. THE PARTIES TO THE AGREEMENT

1. 协议当事方

1.1 "We", "us" and "our" refer to each of the Bank of America Corporation subsidiary banks<sup>1</sup>, which provide you with services under the Agreement, and their transferees, successors and assigns.

1.1 “我行”、“我们”及“我行的”指向贵方提供协议项下服务的美国银行股份有限公司的各子银行<sup>1</sup>及其受让方和继受方。

1.2 "You" and "your" refers solely to each Entity referred to in the Account Opening Form.

1.2 “贵方”及“贵方的”仅指开户申请书中提及的各**实体**。

1.3 "Party" refers to one of "us" or "you" (as the context requires) and "Parties" refers to "us" and "you".

1.3 “一方”指“我行”或“贵方”之一（视上下文的要求而定），“双方”指“我行”和“贵方”。

2. SCOPE OF AGREEMENT

2. 协议范围

2.1 The Agreement governs all relations between the Parties in connection with the deposit accounts held by you with us (the "Accounts") in the Account Jurisdictions and will supersede all previous account agreements between the Parties relating to such Accounts. Whenever you use any Account, you agree to be bound by the terms of the Agreement.

2.1 协议适用于与贵方在**账户法域**持有的我行储蓄账户（“**账户**”）相关的**双方**间所有关系，并且取代**双方**此前就该等**账户**签订的所有账户协议。无论贵方于何时使用任何**账户**，贵方同意受**协议**的条款约束。

2.2 Unless agreed otherwise, you will hold all Accounts as principal and warrant that you are the sole owner of the Accounts.

2.2 除非另有约定，贵方将以委托人的身份持有所有**账户**并保证贵方为**账户**的唯一所有人。

2.3 You consent to the use of electronic communications and electronic signatures for all purposes under or in connection with the Agreement.

2.3 贵方同意为**协议**项下或与之相关的所有目的使用电子通信和电子签名。

3. GOVERNING LAW

3. 管辖法律

3.1 In respect of each jurisdiction for which we maintain Accounts for you, i.e. the Account Jurisdiction, the Agreement will comprise a separate agreement between you and us governing such Accounts and each such agreement and all related non-contractual obligations will be governed by the laws of that Account Jurisdiction. Each such agreement will become effective from the

3.1 就我行为贵方维持**账户**的各个法域（即**账户法域**）而言，**协议**将包含我行与贵方间的一份适用于该等**账户**的单独协议，各该等协议和所有相关非合同义务将受该**账户法域**的法律管辖。各该等协议将自我行在相关**账户法域**首次为贵方维持某一**账户**之日起生效。

<sup>1</sup> Accounts in New Zealand are held with ASB Bank Limited

新西兰的账户开立于 ASB Bank Limited。

date on which we first maintain an Account for you in the relevant Account Jurisdiction.

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| 3.2 Subject to Clause 3.3, in respect of each Account, the Parties submit to the courts of the Account Jurisdiction and undertake not to plead inconvenient forum in any proceedings relating to such Account.   | 3.2 受限于第 3.3 条, 就各 <b>账户</b> 而言, <b>双方</b> 接受 <b>账户法域</b> 的法院管辖, 并承诺不会在与该等 <b>账户</b> 有关的任何诉讼中以“不方便法院”为由提起抗辩。 |
| 3.3 You agree that any proceedings relating to an Account or the Agreement may be brought by us in any court in any jurisdiction in which you are located or any Account Jurisdiction and you submit to the non-exclusive jurisdiction of each such court. | 3.3 贵方同意我行可在贵方所在的任何法域或任何 <b>账户法域</b> 的任何法院提起与某一 <b>账户</b> 或 <b>协议</b> 有关的任何诉讼, 贵方接受各该等法院的非排他性管辖。             |
| 3.4 If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times.                     | 3.4 经我行要求, 贵方将立即指定在任一法域的文件与法律文书代收人, 将其名称和地址通知我行, 并承诺始终维持该等代收人。   |
| <b>4. ACCOUNT OPERATION</b>  | <b>4. 账户使用</b>   |
| 4.1 In all transactions and matters relating to the relationship between the Parties, both Parties will exercise reasonable care.  | 4.1 <b>双方</b> 将在所有交易和与 <b>双方</b> 关系相关的事项中尽到合理注意。   |
| 4.2 Your instructions to us in respect of all transactions will be delivered:  | 4.2 贵方向我行发出的所有与交易相关的指令将按下列方式发送:  |
| (a) electronically and authenticated in accordance with such electronic transfer agreement(s) as may be agreed in writing between the Parties from time to time; or  | (a) 根据 <b>双方</b> 可能不时以书面形式达成的电子传送协议以电子形式发送并经认证; 或  |
| (b) in writing (with your stamp, where applicable) by the Account Signatory(ies) in accordance with such authority and limitations on authority as may be agreed from time to time between the Parties (" <b>Written Instructions</b> "); or               | (b) 由 <b>账户签字人</b> 根据 <b>双方</b> 可能不时约定的授权及权限以书面形式(加盖贵方印章, 如适用)发送 (" <b>书面指令</b> "); 或                        |
| (c) by telephone, facsimile, electronic mail or SWIFT (authenticated or otherwise) message (in such format as may be specified by us from time to time) (" <b>Instructions</b> ").   | (c) 采用我行可能不时规定的格式通过电话、传真、电子邮件或 <b>SWIFT</b> 报文(无论经认证的或未经认证的)发送 (" <b>指令</b> ").                              |

- 4.3 You authorise us to act on any instruction with regard to any transaction, whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, provided that such instruction is delivered in accordance with Clause 4.2.
- 4.4 You authorise us to:
- (a) honour all cheques, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of you, drawn on or addressed to or payable at us and honour any orders to withdraw monies on any Account; and
- (b) rely, accept and act on:
- (i) any instruction with regard to the purchase or sale of foreign exchange or in relation to any letter of credit;
- (ii) the identifying number of any account, intermediary or beneficiary's bank provided to us; and
- (iii) on any advice from you regarding monies you expect to be received for credit to an Account.
- 4.5 We will accept deposits on your behalf and credit funds to any designated Account. You represent and warrant that you are entitled to such funds and that any funds deposited in any Account are not derived from unlawful activity. We may refuse any deposit in the event its acceptance would contravene Applicable Law or our policy (being a policy generally applicable to our account holding customers). We will notify you as soon as reasonably practicable of any such refusal unless we are prohibited from doing so by Applicable Law.
- 4.6 The Agreement is not, and will not be construed as, an agreement by us to provide credit to you and we will not be obliged to act on any instruction in relation to any Account if:
- 4.3 贵方授权我行根据与任何交易相关的任何指令行事，无论有关**账户**尚存结余或已欠款，或在按指令行事后会导致透支或产生结余，但前提是该等指令系根据第 4.2 条发送。
- 4.4 贵方授权我行：
- (a) 按期支付所有明确由贵方或代表贵方签发、签署、承兑或作出、以我行为付款行或向我行签发的或我行应付的支票、付款指令、汇票和本票，并且按期支付任何**账户**的任何取款指令；及
- (b) 依赖、接受下列各项并依其行事：
- (i) 任何与外汇买卖相关的指令或信用证相关指令；
- (ii) 向我行提供的任何开户行、中间行或收款行的识别号码；以及
- (iii) 贵方就贵方预计将要收到并存入任何**账户**的款项发送的任何通知。
- 4.5 我行将代表贵方接受存款并将资金存入任何指定**账户**。贵方声明并保证贵方对该等资金享有权利，并且存于任何**账户**的任何资金并非来源于非法活动。如果接受任何存款会违反**适用法律**或我行政策（普遍适用于在我行持有账户的客户的政策），我行有权拒绝接受该等存款。我行会在合理可行的范围内尽快将该等拒收通知贵方，除非**适用法律**禁止我行如此行事。
- 4.6 **协议**不应且将不会被解释为一份我行向贵方提供信贷的协议，并且如遇下列情形则我行没有义务按照与任何**账户**有关的任何指令行事：

- (a) the relevant Account is in debit, or may become overdrawn if we were to act on the instruction; or
- (b) to do so would be contrary to our policy (being a policy generally applicable to our account holding customers), to Applicable Law or to the request or policy of any governmental bodies, regulatory agencies, fiscal, monetary or other authority to which we are subject or submit, whether or not such request or policy has the force of law.

We will notify you as soon as reasonably practicable of any such refusal to act unless we are prohibited from doing so by Applicable Law.

- 4.7 In the absence of express agreement to the contrary, the proceeds of any deposit, remittance advice, document, cheque or other instrument will not be available to you until we have received collected and available funds.
- 4.8 If we credit your Account and any of the following occurs then we may, without notice, reverse the credit entry together with related interest, and deduct our reasonable costs:
  - (a) any such deposit, remittance, document, cheque or other instrument is not honoured when due; or
  - (b) final settlement is not received; or
  - (c) the respective funds are not, or cease to be, freely available, repatriable or convertible to a commonly traded currency.

We will notify you as soon as reasonably practicable of any such reversed credit entry and deductions.

- 4.9 Unless otherwise agreed in writing, our payment obligations to you with respect to any Account will be payable only at the branch at which such Account is maintained and only in the currency of the Account.

- (a) 相关**账户**已欠款，或如果我行按指令行事则会出现透支；或
- (b) 照此行事会违反我行政策（普遍适用于在我行持有账户的客户的政策）、**适用法律**或我行受制于或须服从的任何政府机关、监管机构、财政、货币或其他机关的要求或政策，无论此等要求或政策是否具有法律效力。

我行会在合理可行的范围内尽快将任何此类拒绝执行的情况通知贵方，除非**适用法律**禁止我行如此行事。

- 4.7 若无明确的相反约定，在我行收到汇入的可用资金之前，贵方将不能使用任何存款、汇款通知、单据、支票或其他票据项下的款项。
- 4.8 若我行将款项存入贵方**账户**，如遇下列任一情形，我行有权在不通知的情况下收回存入的款项和相关利息并扣除我行的合理费用：
  - (a) 任何该等存款、汇款、单据、支票或其他票据在到期时未获承兑；或
  - (b) 未收到最终结算款；或
  - (c) 相关资金不是或不再是可自由使用的、可调回的或可兑换成某种通常交易货币的资金。

我行会在合理可行的范围内尽快将任何此类已存入款项的收回和扣除通知贵方。

- 4.9 除非另有书面约定，我行就任何**账户**对贵方负有的付款义务将仅能在维持该等**账户**的分行进行支付，并仅能以该等**账户**的币种支付。

- 4.10 You may not assign, mortgage or create or permit to subsist any lien, pledge, security interest, charge, encumbrance or any interest, right or claim of any third party on or with respect to, any of your rights or interest in or to any Account (including credit balances) except in our favour or with our prior written consent.
- 4.10 贵方不得转让或抵押贵方在任何账户（包括贷方余额）中或对其所享有的任何权利或权益，亦不得在其之上或就其创设或允许存在任何留置、质押、担保权益、押记、财产负担或任何第三方的任何权益、权利或索赔，除非是为我行利益或经我行事先书面同意。
5. ACCOUNT SIGNATORIES AND INSTRUCTIONS
5. 账户签字人和指令
- 5.1 You will furnish us with such documents regarding your Account Signatories as we may reasonably request.
- 5.1 贵方将向我行提交我行可能合理要求的关于贵方**账户签字人**的文件。
- 5.2 Subject to Clause 5.3, you will promptly notify us in writing of any change in the identity of any Account Signatory and will furnish us with specimen signatures of any additional or substitute Account Signatory. Any such notice must be provided using such means and be in such form as we may specify from time to time, and will not be effective until we receive such notice and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Account Signatories. Clause 14 does not apply to notices given pursuant to this Clause 5.2.
- 5.2 受限于第 5.3 条，贵方会将任何**账户签字人**的身份变化及时书面通知我行，并向我行提交任何追加或接替的**账户签字人**的签字样本。任何该等通知须以我行可能不时规定的方式和格式提交我行，并将在我行收到该等通知并经过一段合理的时间可以按其操作后方可生效。在该等通知生效前，我行可以依赖现有的**账户签字人**名单。第 14 条不适用于根据本第 5.2 条发送的通知。
- 5.3 In the absence of any express limitation agreed between you and us on the authority of the Account Signatories, you confirm that the authority of a single Account Signatory is sufficient for all purposes in relation to the Accounts.
- 5.3 若贵方与我行未达成任何对**账户签字人**权限的明确限制，贵方确认单独一名**账户签字人**的权限足以满足**账户**所涉的全部用途。
- 5.4 You authorise us (but we are not bound) to rely on and act in accordance with and/or take such steps as we may in good faith consider appropriate in connection with or in reliance on any Instructions (as defined in Clause 4.2(c)) which is or purports to be (whether by reason of forgery, misrepresentation or otherwise) given by or on behalf of you, regardless of the circumstances prevailing at that time, subject to the authorities delegated to the list of Account Signatories as currently in effect with us.
- 5.4 不管届时客观情况如何，但受限于是时在我行生效的**账户签字人**名单被授予的权限，贵方授权我行（但我行并无义务）依赖由贵方发送或代表贵方发送的或者（无论是通过伪造、虚假陈述或其他手段）声称由贵方发送或代表贵方发送的任何**指令**（定义见第 4.2(c)条），据此行事并/或采取与其相关或依赖于其的我行可能善意认为合适的措施。

- 5.5 You agree that we will not be liable for any losses or damages that you may suffer or incur in relation to the Accounts if we act on Instructions provided by:
- (a) telephone or electronic mail, whether or not authorised by an Account Signatory; or
  - (b) facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
  - (c) SWIFT (authenticated or otherwise) message, whether or not authorised,
- provided only that, in the case of sub-Clause (a) or (b) above, as applicable, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 5.6 Where we act in accordance with Clause 5.4, you agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "Damages") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 5.7 If we make a telephone call to you to confirm an instruction for any reason and such call cannot be completed for any reason to an Account Signatory or to another person designated by you (and notified to us in such form as we may require) to receive confirmation calls for the relevant transaction, then the instruction may, in our discretion, be considered as incomplete and consequently we will have no obligation to take any action in respect of such instructions.
- 5.5 贵方同意，若我行按照以下列方式提供的**指令**行事，我行将不对贵方可能蒙受或遭致的与**账户**有关的任何损失或损害承担责任：
- (a) 以电话或电子邮件提供，无论是否由某一**账户签字人**授权；或
  - (b) 以显示有一名或多名**账户签字人**所谓签名的传真提供，或者如果**指令**中的其他信息被篡改或者系伪造；或
  - (c) 以经认证的或未经认证的**SWIFT**报文提供，无论是否经授权，
- 唯一的前提是若发生上述(a)项或(b)项（视情况而定）所述情形，我行善意认为该等人士为**账户签字人**或该等签名是真实的。
- 5.6 若我行按照第 5.4 条行事，贵方同意就我行遭致或遭受的任何及所有损失、索赔、诉讼、法律程序、判决、命令、责任、索偿、损害、成本及开支（包括但不限于律师费及内部法律服务的分摊成本）（合称“**损害**”）补偿我行，无论该等**损害**是何种性质或因何产生，除非该等**损害**是由我行欺诈、重大过失或故意不当行为直接造成。该补偿无时间限制，不因**协议**的终止而终止。
- 5.7 若我行因任何原因以电话方式向贵方确认某一指令，但向**账户签字人**或向由贵方指定（且已按我行可能要求的形式通知我行）以就有关交易进行电话确认的其他人士拨打的该等电话因任何原因未能完成，则我行可依我行自由裁量认定该指令系不完整指令，故而我行无义务就该等指令采取任何行动。

- 5.8 We will have no obligation to take any action in respect of instructions that in our reasonable opinion are incomplete, incorrect, vague or ambiguous.
- 5.8 我行无义务就我行合理认为不完整、不正确、不明确或模糊的指令采取任何行动。
- 5.9 We will exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on Written Instructions (as defined in Clause 4.2(b)) from you, but we will not be liable for any loss or damage caused by or arising from the execution of Written Instructions which have been altered or on which the signatures have been forged where such alteration or forgery could not be detected by using reasonable care.
- 5.9 我行在鉴别贵方发送的**书面指令**（定义见第4.2(b)条）上出现的签名和/或贵方印章（视情况而定）时将尽到合理注意，但是若**书面指令**被篡改或其上的签名系伪造，并且即使尽到合理注意亦无法识别该等篡改或伪造，则我行不对执行该等**书面指令**所导致或引起的任何损失或损害承担责任。
6. **FORCE MAJEURE, EXCHANGE CONTROLS AND DUTY OF CARE**
6. **不可抗力、外汇管制和注意义务**
- 6.1 We will not be liable for and will be excused from any disruption, failure or delay in performing our obligations under the Agreement if: (a) such disruption, failure or delay is caused by circumstances beyond our reasonable control including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labour dispute, war, act of terrorism, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any person over which we have no control; (b) the currency of an Account is unavailable to us or funds in our nostro account relative to your Account are unavailable (even where the relevant currency may otherwise be available) due to imposition or modification of exchange controls; or (c) we reasonably believed that our action would have violated Applicable Law. No such disruption, failure or delay will constitute a breach of the Agreement.
- 6.1 我行将不对**协议**项下我行义务的任何中断履行、未能履行或迟延履行承担责任并将被免除该等责任，如果：(a)该等中断履行、未能履行或迟延履行是由超出我行合理控制范围的情况所引起的，包括但不限于法律限制、紧急情况、政府机关、民事机关或军事机关的作为或不作为、火灾、劳工纠纷、战争、恐怖主义行为、暴动、失窃、自然灾害、天灾、任何供应商的问题、电信线路服务故障或中断、设备故障或贵方的或我行无法控制的任何人士的任何作为、不作为、过失或过错；(b)由于外汇管制的实施或政策调整而导致某一**账户**的货币不可为我行所用，或与贵方**账户**相关的我行内部账户的资金不可为我行所用（即便有关货币在某种程度上是可用的）；或(c)我行合理认为我行行为会违反**适用法律**。该等中断履行、未能履行或迟延履行不构成对**协议**的违反。
- 6.2 If the government of the jurisdiction that issued the currency of an Account no longer uses that currency or if that currency is no longer used for the settlement of transactions by public institutions in that
- 6.2 在**账户**货币的发行法域政府不再使用该货币或者该法域的公共机构或国际银行业不再使用该货币进行交易结算的情况下，我行将在收到时以该法域的新货币

- jurisdiction or within the international banking community, we will pay you in the new currency of that jurisdiction if and when we receive it at the exchange rate we receive for the currency of that Account.
- (根据我行就该**账户**收到的原货币与新货币的汇率换算) 向贵方进行支付。
- 6.3 We will not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions or for any other act or omission by: (a) us under or in connection with the Agreement unless such loss, damage, cost or expense has been caused by our negligence, fraud or wilful misconduct; or (b) third parties, and no such person or entity will be deemed to be our agent.
- 6.3 我行不对下述人士在指令传递或执行过程中的延误、错误或遗漏或其任何其他作为或不作为所引起的任何损失、损害、成本或开支承担责任: (a)我行(根据**协议**或与**协议**相关),除非该等损失、损害、成本或开支系由我行的过失、欺诈或故意不当行为所引起;或(b)第三方(且该等第三方人士或实体不会被视为我行的代理人)。
- 6.4 In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.
- 6.4 我行在任何情况下均不对因业务、利润、收入、商誉和预期存款的损失、特殊损害、数据丢失或损坏、营业时间损失、合同的损失或任何间接、附带、惩戒性或惩罚性的损失所引起的或与之相关的任何性质的损失、损害、成本或开支承担责任。
- 6.5 This Clause 6 will apply to claims based on contractual and/or non-contractual liability.
- 6.5 本第 6 条适用于基于合同义务和/或非合同义务的主张。
- 7. INTEREST, FEES, OVERDRAFTS AND SET-OFF**
- 7. 利息、费用、透支和抵销**
- 7.1 Subject to Clause 7.5, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice in relation to Accounts in the relevant Account Jurisdiction as notified by us to you from time to time.
- 7.1 受限于第 7.5 条,我行可在**适用法律**允许的情况下就**账户**内的贷方余额支付利息,贵方将就**账户**内的借方余额支付利息,在这两种情况下均应依据贵方与我行不时约定的利率及安排支付利息,若无明确约定,则依据我行不时通知贵方的、我行在相关**账户法域**针对**账户**的惯常做法。
- 7.2 You will pay and we are authorised to debit from any Account:
- 7.2 贵方将支付且我行获得授权从任何**账户**中扣除下述费用:
- (a) all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses and commissions at the rates and in accordance with the arrangements agreed between you and us from time
- (a) 依据贵方与我行不时约定的费率及安排收取的我行所有费用、收费、成本(包括并未收到通知我行接收的款项的成本)、实际开支和佣金(若无明确约定,则依据我行



to time and, in the absence of express agreement, at the rates and in accordance with the arrangements generally applied by us in the relevant Account Jurisdiction as notified by us to you from time to time; and

(b) all taxes, duties and other third party charges relating to the Accounts and we will be entitled to assume, unless otherwise informed by you in writing, that no exemptions from any such charge are applicable.

7.3 Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment) combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owing by you to us; and/or accelerate the maturity of any fixed term deposit. For the purposes of this Clause 7.3, we may effect currency conversions at such times or rates as we consider reasonable and may effect such transfers between any Accounts as we consider necessary.

7.4 Without prejudice to Clause 7.3, we may at any time require the payment on demand of the debit balance on any Account without considering the credit balance on any other Account.

7.5 In respect of any credit balances on your Accounts we may place sums on deposit at certain institutions including, for example, central banks. Where, as a result of market conditions (including, for example, the imposition of interest rates less than zero or charges by such institutions), we incur a fee and/or charge in respect of, or in connection with, the placing of such deposits and such fee and/or charge is directly connected to such market conditions including the imposition of such rates or charges, subject

不时通知贵方的、我行在相关**账户法域**通常适用的费率及安排); 及

(b) 与**账户**有关的所有赋税、关税和其他第三方收费 (除非贵方另行书面通知我行, 我行有权假定任何该等收费并未被豁免)。

7.3 除非另有书面约定, 一经本行要求, 贵方将偿还任何透支款项并支付所有利息、费用和其他开支。我行可以 (在任何时间, 不影响我行不论因何情况产生的任何其他权利, 且无需事先通知或要求付款) 组合、合并或统一**账户**中的所有或任何贷方和/或借方余额, 或者可以将任何**账户**中任何币种的任何款项予以保留、使用或抵销, 以偿付贵方欠付我行的任何款项; 以及/或者使任何定期存款提前到期。为本第 7.3 条之目的, 我行可以在我行认为合理的时间按我行认为合理的汇率兑换货币, 以及在任何**账户**之间进行我行认为必要的转账。

7.4 在不影响第 7.3 条的情况下, 我行可随时要求立即支付任何**账户**中的借方余额, 而不考虑任何其他**账户**中的贷方余额。

7.5 我行可能将贵方**账户**的任何贷方余额作为存款存入特定机构 (包括如中央银行)。如果我行因市场条件 (包括, 如该等机构实行负利率或收费) 而就存入该等存款产生费用和/或收费或产生与存入该等存款相关的费用和/或收费, 且该等费用和/或收费与包括实行该等利率或收费在内的该等市场条件直接相关, 受限于**适用法律**, 我行可以向贵方收取相应费用。若我行决定向贵方收取该费用, 我行将在贵方的对账单中予以注明。

to Applicable Law we may charge you a corresponding fee. If we decide to charge you such a fee, we will identify this in your statement of account. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities.

该费用将反映我行就相关存款业务产生的有关费用和/或收费。

## 8. CHEQUES, COMMUNICATIONS AND ACCOUNT STATEMENTS

## 8. 支票、通信和对账单

8.1 Subject to Applicable Law and the policy of the branch at which the relevant Account is maintained, we will provide you with blank cheques on receipt of your request in writing. Unless you specifically request that we provide the blank cheques to a person designated by you to collect the cheques, all blank cheques will be mailed to the correspondence address provided by you in respect of the relevant Account.

8.1 受限于**适用法律**和维持相关**账户**的分行的政策，我行将在收到贵方书面请求后向贵方提供空白支票。除非贵方明确要求我行向贵方指定的收取支票的人士提供空白支票，所有空白支票将被邮寄至贵方就相关**账户**提供的通讯地址。

8.2 You will promptly notify us of the loss or theft of any cheque, bill of exchange or promissory note.

8.2 贵方将立即通知我行任何支票、汇票或本票的丢失或失窃。

8.3 You will examine all Communications received from us and promptly notify us in writing of any discrepancy, omission or inaccurate entry within 30 days of the date the relevant Communication is made available to you (whether electronically or otherwise, whichever occurs first).

8.3 贵方将检查从我行收到的所有**通信**并在向贵方提供(无论是以电子或其他形式,以先发生的为准)相关**通信**之日起 30 日内立即将任何不符、遗漏或不准确信息书面通知我行。

8.4 You acknowledge and agree that we may provide you with all Communications at your risk by mail to the correspondence address provided by you in respect of the relevant Account, by facsimile or electronically (including by email or hyperlink).

8.4 贵方确认并同意，我行可以通过传真或电子形式(包括通过电子邮件或超链接形式)向贵方就相关**账户**提供的通讯地址提供所有**通信**且风险由贵方承担。

8.5 Statements of account will be provided in such detail and for such periods as may be agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice with respect to Accounts maintained in the relevant Account Jurisdiction as notified or made available to you from time to time.

8.5 对账单将按贵方与我行可能不时约定的详细程度和频率提供，若无明确约定，则根据我行不时通知或提供给贵方的、我行针对在相关**账户法域**维持的**账户**的惯常做法。

8.6 Absent manifest error, statements of account provided by us to you will be conclusive

8.6 我行向贵方提供的对账单若无明显错误，则将构成证明所示余额和所有交易

evidence and binding on you that the balance and all transactions shown are correct, and you will be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in relation to such balances and/or transactions unless you notify us in accordance with Clause 8.3.

## 9. AMENDMENTS AND TERMINATION

9.1 Unless otherwise expressly agreed, the Agreement will remain in full force and effect for so long as we maintain any Account for you.

9.2 Subject to Applicable Law, any amendment to the Agreement by us will be effective on reasonable prior notice in writing being given to you of such amendment. By continuing to operate the Accounts after such notice you will also be deemed to have accepted such amendment.

9.3 You acknowledge and agree that whenever we agree to open an additional Account or provide you with additional services, any additional Schedule applicable to such Accounts or services respectively, forms part of the Agreement governing such Account or services.

9.4 If we reasonably conclude that you have materially breached the Agreement or violated Applicable Law or an Account is subject to irregular, unauthorised, fraudulent or illegal activity, we may close any or all Accounts, suspend or modify the provision of any services and/or terminate the relationship between you and us, immediately on giving written notice to you.

9.5 Either Party may at any time close any or all of the Accounts and terminate any or all services provided pursuant to an Additional Schedule or the relationship between the Parties by giving not less than 30 days' prior written notice to the non-terminating Party to do so. Once the period of notice has expired, any affected Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Closing an Account in relation to which we

均正确无误的结论性证据，对贵方具有约束力，并且贵方将被视为已同意就该等余额和/或交易放弃任何提出异议的权利或寻求任何针对我行的救济的权利，除非贵方根据第 8.3 条通知我行。

## 9. 修改和终止

9.1 除非另有明确约定，只要我行为贵方维持任何**账户**，则**协议**始终完全有效。

9.2 受限于**适用法律**，我行对**协议**的任何修改将在合理提前地书面通知贵方该等修改后生效。贵方在收到该等通知后继续操作**账户**的行为也会被视作贵方已接受该等修改。

9.3 贵方确认并同意，当我行同意开立某一**额外账户**或向贵方提供附加服务时，分别适用于该等**账户**或服务的任何附加**附件**均构成规管该等**账户**或服务的**协议**的一部分。

9.4 若我行合理认为贵方已实质性地违反**协议**或违反**适用法律**或某一**账户**出现不正常、未授权、欺诈或违法的活动，我行有权在向贵方发送书面通知后立即关闭任何或所有**账户**、暂停或调整提供任何服务以及/或者终止贵方与我行的关系。

9.5 任一方均可通过至少提前 30 日就此向非终止一方发送书面通知的方式，随时关闭任何或全部**账户**，并且终止根据某一**附加附件**提供的任何或所有服务或**双方**的关系。一旦通知期满，任何被影响的**账户**将停止产生贷项利息，**账户**内的任何贷方余额将由贵方处置。关闭我行根据某一**附加附件**提供某项服务的某一**账户**将会立即自动终止该服务和涉及该**账户**的**附加附件**，但并不会影响就任何

provide a service pursuant to an Additional Schedule will automatically and immediately terminate that service and related Additional Schedule in respect of that Account but will not affect the ongoing provision of such services in respect of any other Account. Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Accounts. In such circumstances, any outstanding amounts owed to us by you will accrue debit interest in accordance with Clause 7.1.

## 10. CONFIDENTIALITY AND DATA PROTECTION

10.1 Except as otherwise provided in the Agreement, we will take customary and reasonable precautions to maintain the confidentiality of all information regarding you and/or your Accounts and business with us which we receive from you or which otherwise becomes known to us in connection with the Agreement ("**Customer Information**"). Customer Information includes information relating to identifiable individuals ("**Personal Data**").

10.2 Clause 10.1 does not apply to Customer Information (other than Personal Data) which: (a) has become public other than through our breach of Clause 10; or (b) is obtained by us from a third party who is not known by us to be bound by a duty of confidence with respect to that Customer Information.

10.3 You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10. To the extent permissible by Applicable Law, you agree to waive the requirements of the banking secrecy laws, if any, of the jurisdiction or jurisdictions where you and the Accounts are located only to the extent that they may be inconsistent with such use, disclosure and transfer.

其他**账户**继续提供该等服务。除非另有明确书面约定，我行将有权随时取消任何相关的信贷承诺及未付款项，并要求立即就我行关于任何被影响**账户**的索赔（无论是直接还是或有的）进行支付。如遇此情形，贵方欠付我行的任何未偿还款项将根据第 7.1 条产生借项利息。

## 10. 保密和数据保护

10.1 除非**协议**另有规定，我行将以通常且合理的谨慎对我行就**协议**从贵方处接收或以其他方式获悉的、与贵方和/或贵方在我行处的**账户**及业务有关的所有信息（“**客户信息**”）进行保密。**客户信息**包括与可识别的个人相关的信息（“**个人数据**”）。

10.2 第 10.1 条不适用于下列**客户信息**（不包括**个人数据**）：(a) 已被公之于众，但并非是由于我行违反第 10 条而被公之于众；或(b)我行从第三方处获得，但我行并不知晓该第三方对该**客户信息**负有保密义务。

10.3 贵方同意我行按本第 10 条所述使用、披露和转移**客户信息**。在**适用法律**允许的范围内，贵方同意放弃可能与该等使用、披露和转移相抵触的贵方和**账户**所在法域银行保密法律（如有）的要求，但放弃仅限于抵触范围内。

- 10.4 We and our branches, offices, units and affiliates (together, the "**Group**") may use (including access, retain and otherwise process) Customer Information (including Personal Data) for the following purposes:
- 10.4 我行及我行的分行、办事处、部门和关联方（合称“**集团**”）可以为以下目的使用（包括访问，保存和处理）**客户信息**（包括**个人数据**）：
- (a) performing our obligations and providing services under the Agreement, providing other services as agreed with you or otherwise in connection with fulfilling your instructions ("**Fulfilment Purposes**");
  - (a) 履行我行在**协议**项下的义务，提供**协议**项下服务，提供与贵方约定的或与执行贵方指令相关的其他服务（“**履行目的**”）；
  - (b) information and relationship management purposes, carrying out internal business processes such as data analysis and audits, and providing, developing and improving our products and services;
  - (b) 信息和客户关系管理目的，开展内部业务流程（比如数据分析和审计），以及提供、开发并改进我行的产品和服务；
  - (c) compliance with Applicable Law and other compliance requirements (including treaties or agreements with or between foreign or domestic governments, including in relation to Tax Reporting Laws), co-operating with governmental, regulatory, securities exchange or other similar agencies or authorities including tax authorities to which we or they are subject or submit, in each case of any jurisdiction worldwide ("**Regulators**") and as reasonably necessary to prepare for or conduct any litigation, arbitration and/or similar proceedings; and
  - (c) 遵守**适用法律**和其他合规要求（包括与外地或本地政府达成的或外地或本地政府间的条约或协议，含与**纳税申报法律**相关的条约或协议），与我行或其他**集团**成员在世界任何法域受制于或须服从的包括税务机关在内的政府、监管、证券交易所或其他类似机构或机关（“**监管机构**”）进行合作，以及准备或进行任何诉讼、仲裁和/或类似法律程序的合理所需；以及
  - (d) verifying identity, conducting fraud detection, prevention and investigation, conducting "know your customer"/anti-money-laundering and economic sanctions procedures, and performing risk management, including credit risk analysis and credit assessments.
  - (d) 核查身份，开展欺诈侦测、预防和调查，开展“了解你的客户”/反洗钱和经济制裁程序，进行风险管理，包括信贷风险分析和信贷评估。
- 10.5 Group members may disclose Customer Information (including Personal Data) to:
- 10.5 **集团**成员可以向下列主体披露**客户信息**（包括**个人数据**）：
- (a) other Group members for the purposes set out in Clause 10.4;
  - (a) 其他**集团**成员（为了第 10.4 条所列之目的）；

- |  |   |
|--|---|
| <p>(b) transaction beneficiaries, counterparties and other persons for Fulfilment Purposes;</p>  | <p>(b) 交易受益人、相对方和其他人士（为了<b>履行目的</b>）；</p>   |
| <p>(c) payment, banking and communications infrastructure providers, including SWIFT, central, correspondent and other banks and financial institutions, clearing houses and clearing systems, operators of private or common carrier communication or transmission facilities, time-sharing suppliers and mail and courier services, for Fulfilment Purposes;</p> | <p>(c) 支付、银行业务和通信基础设施提供者，包括 <b>SWIFT</b>、中央银行、代理行和其他银行与金融机构、清算所和清算系统、私营或公用载波通信或传输设施的经营者、分时系统供应商、邮政和快递服务（为了<b>履行目的</b>）；</p> |
| <p>(d) our or their professional advisors and auditors, and other third party service providers appointed by us or them to support our or their business and/or operations;</p>  | <p>(d) 我行或其他<b>集团</b>成员的专业顾问和审计师，以及我行或其他<b>集团</b>成员指定以支持我行或其业务和/或运营的其他第三方服务提供者；</p>   |
| <p>(e) Regulators, for the purposes set out in Clause 10.4(c), who may transfer this Customer Information to other Regulators in other jurisdictions;</p>  | <p>(e) 可能将<b>客户信息</b>传递给其他法域的其他<b>监管机构的监管机构</b>（为了第 10.4(c)条所列之目的）；</p>   |
| <p>(f) courts, litigation counterparties and others, pursuant to subpoena or other court order or process or otherwise as reasonably necessary in the context of litigation, arbitration and similar proceedings; and</p>  | <p>(f) 法院、诉讼相对方及其他人士（依据传票或其他法院命令或程序，或系诉讼、仲裁及类似法律程序的合理所需）；以及</p>   |
| <p>(g) other persons as required or expressly permitted by Applicable Law.</p>   | <p>(g) <b>适用法律</b>要求或明确允许的其他人士。</p>   |

Group members may also disclose Customer Information in de-identified and aggregated form in the course of providing benchmarking, cash forecasting and other services to their customers.

**集团**成员在向客户提供基准测试、现金预测和其他服务时也可以通过去识别化和集合化的方式披露**客户信息**。

Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under Clause 10.5(f).

如**适用法律**允许且在实践中合理可行，我行将在根据第 10.5(f)条披露任何**客户信息**前向贵方发送书面通知。

10.6 The processing of Personal Data described in Clauses 10.4 and 10.5 may involve international transfers of Personal Data,

10.6 第 10.4 条和第 10.5 条所述的**个人数据**的处理可能涉及**个人数据**的跨境转移，包括转移至数据保护法律可能不如贵方

including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located.

10.7 Before you or anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:

- (a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to the processing of their information, under applicable data privacy laws; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or link to our EU establishments' BofAML Global Banking and Markets (GBAM) Privacy Notice (as referred to in the Account Opening Form); and
- (b) take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and obtain any consents necessary for our disclosure and other processing of that Personal Data as described in Clauses 10.4 to 10.6 under, applicable data privacy laws.

Should an individual with rights as described in Clause 10.7(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will notify the individual that they should contact the relationship manager with whom you usually deal and provide the individual

或我行所在法域严格的法域。

10.7 在贵方或代表贵方的任何人士向我行或代表我行的任何人士披露任何与**协议**相关的**个人数据**之前，贵方将：

- (a) 确保与**个人数据**相关的个人至少知晓拟进行的披露及我行的身份（包括我行的注册办公地址）；第 10.4 条至第 10.6 条规定的信息；根据适用的数据隐私法律，其可以就其**个人信息**享有权利，包括有权访问、修改或删除，且有权拒绝对其信息进行处理；以及，如其有意行使该等权利，其可最先与贵方联系；以及，尤其是，其已经被提供我行欧盟机构的隐私通知(BofAML Global Banking and Markets (GBAM) Privacy Notice)的副本或链接（如**开户申请书**所述）；以及
- (b) 采取任何必要措施以确保贵方向我行披露**个人数据**的行为符合适用的数据隐私法律，并且为我行依据适用的数据隐私法律对**个人数据**进行如第 10.4 条至第 10.6 条所述的披露及其他处理获得所必需的任何同意。

若享有第 10.7(a)条中所述权利的某一个人为行使其权利而联系贵方，贵方将立即就此通知我行，并按我行要求提供该个人所提要求的详情。若享有该等权利的个人向贵方表示其希望直接联系我行以行使其权利，贵方将告知该个人其应联系贵方通常联络的我行客户关系经理，并向该个人提供有关联系方式。

with the relevant contact details.

- 10.8 The Group will have in place appropriate technical and organisational security measures to protect the Customer Information. We will in particular ensure that any disclosures of Customer Information to third party service providers as described in Clause 10.5(d) are made subject to strict conditions of confidentiality and security.
- 10.9 You acknowledge and agree that failure to provide Customer Information (including Personal Data) when requested may result in certain services not being available to you or other consequences as notified at the time of request.
11. **WITHHOLDINGS, DEDUCTIONS AND TAX PROVISIONS**
- 11.1 You consent to any Withholding or Deduction made by us (or any of our affiliates, delegates or any other withholding agent or third party (including, without limitation, any custodian)) from any payment of interest, dividends, royalties, rents or any other sums to you, or to or from any of your Accounts, of any amount of withholding, income tax, value added tax, tax on the sale or disposition of any property, duties or other lawfully collected amounts which we (or any of our affiliates or any of our delegates or any other withholding agent or third party (including, without limitation, any custodian)) reasonably determine is required under any Applicable Law imposed in any relevant jurisdiction, and/or resulting from any agreement with any regulator, governmental body or tax authority.
- 11.2 You acknowledge and accept that we will not be required to reimburse you for any such Withholding or Deduction and understand that we are not required to contest any demand made by an authority for such payment.
- 11.3 You will, without delay, and at least within 30 days of our request, furnish us with documentation that may be required in order for us to fulfil any due diligence or
- 10.8 集团将采取适当的技术和组织安全措施以保护**客户信息**。尤其是，我行将确保按照严格的保密和安全条件向第 10.5(d) 条所述的第三方服务提供者进行**客户信息披露**。
- 10.9 贵方确认并同意，未能按要求提供**客户信息**（包括**个人数据**）可能导致贵方无法获得某些服务或导致作出前述要求时告知贵方的其他后果。
11. **扣缴、扣减和税务规定**
- 11.1 贵方同意我行（或我行任何关联方、代理人或任何其他扣缴义务人或第三方（包括但不限于任何托管人））对利息、股息、许可费、租金或向贵方或向贵方的任何**账户**或从贵方的任何**账户**支付的任何其他款项**扣缴或扣减**任何金额的预提税、所得税、增值税、出售或处置任何财产所涉及的税费、关税或我行（或我行任何关联方、代理人或任何其他扣缴义务人或第三方（包括但不限于任何托管人））合理认为系任何相关法域的**适用法律**所要求的以及/或者因与任何监管机构、政府机关或税务机关达成的协议所产生的其他依法征收的款项。
- 11.2 贵方确认并接受我行无须向贵方偿还任何该等**扣缴或扣减**，并理解我行无须对政府机关提出的该等付款要求提出异议。
- 11.3 贵方将毫不迟延地在我行提出要求后最晚 30 日内向我行提供我行为向任何法律、政府或监管机关履行任何尽职调查



reporting duties to any legal, governmental or regulatory authorities, including (for the avoidance of doubt) any information required by Tax Reporting Laws which we in our discretion consider may be required by or from us to enable us to comply with Applicable Law and/or as we may reasonably request from time to time, in such form as we may specify (including, but not limited to, documents, information and policies detailed in any other agreement between you and us).

11.4 Following any change in information previously provided to us by you (including, but not limited to, such tax forms, policies, documents and information specified in the clause above), you will, without delay, and at least within 30 days after such change, notify us and provide us with the relevant updated information in writing (by way of letter or through other channels specifically agreed by us). Where appropriate you will provide us with any updated tax form. Any such notice or provisions of information will not be effective until we receive such information and have a reasonable time to act on it.

## 12. REPRESENTATIONS AND WARRANTIES

12.1 On opening an Account and on a continuing basis, you represent and warrant to us that:

- (a) you are duly incorporated and validly existing under the laws of the jurisdiction of your organisation; and
- (b) you have all powers, licenses, authorisations and approvals to operate the business you conduct.

## 13. MISCELLANEOUS

13.1 When individuals communicate with us, to the extent permitted or required by Applicable Law, telephone conversations and electronic communications, including emails, text messages and instant messages may be recorded and/or monitored for evidentiary, compliance, quality assurance and governance purposes. Recordings may be reviewed and monitoring may be conducted

或申报义务可能需要的文件, 为免存疑, 包括按我行可能要求的格式提供我行自行决定认为为使我行得以遵守**适用法律**而可能需要的或可能从我行调取的任何**纳税申报法律**要求的信息以及/或者我行可能不时合理要求的信息 (包括但不限于贵方与我行间的任何其他协议所载明的文件、信息和政策)。

11.4 在贵方先前向我行提供的信息 (包括但不限于上述条款所载的税务表格、政策、文件和信息) 发生任何变化后, 贵方将毫不迟延地在该等变化发生后最晚 30 日内通知我行并向我行书面 (以信函或我行明确同意的其他方式) 提供更新后的相关信息。贵方将于适当时向我行提供任何更新后的税务表格。任何该等通知或信息的提供在我行收到该等信息并经过一段合理的时间可以按其操作后方可生效。

## 12. 声明和保证

12.1 贵方于**账户**开立之际向我行作出如下持续性的声明和保证:

- (a) 贵方系根据贵方组织机构所在法域之法律依法设立并有效存续; 和
- (b) 贵方拥有经营贵方所从事业务所需的全部权力、许可、授权和批准。

## 13. 其他事项

13.1 当个人与我行进行通信时, 在**适用法律**允许或要求的范围内, 为证据、合规、质量保证和治理之目的, 电话交谈和电子通信 (包括电子邮件、短信和即时信息) 可以被记录和/或监控。记录可以在发生该等通信的法域之外的法域被查阅, 监控可以在发生该等通信的法域之外的法域被实施。贵方同意, 我行可记

in jurisdictions other than the jurisdiction of such communications. You agree that we may record and monitor such communications between the Parties and that any recordings may be used by us as evidence in a court of law. You will ensure that, where required by Applicable Law, any of your representatives taking part in such communications with us have agreed to our recording and monitoring arrangements, including the collection, use and disclosure by us of such communications (including any Personal Data provided in the course of such communications) in accordance with this Clause and Clause 10. If our records of such communications differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to or review such records.

13.2 You will furnish us with such documents and information regarding you, your use of your Accounts, your directors, employees, officers, any representatives authorised by you to conduct transactions on your behalf, shareholders and beneficial owners as we may reasonably request from time to time including, but not limited to, such documents and information as we may consider necessary or appropriate to comply with Applicable Law.

13.3 You will advise us without delay of any change in your legal status, name, address or capacity, of any change to your constitutional documents or your rights with respect to the Accounts and of any other change affecting your business relations with us. By way of exception to Clause 14.1(c), any such notice will only be effective on receipt by us and after we have had a reasonable time to act on it.

13.4 You agree to obtain and maintain all approvals and make all reports required by Applicable Law in connection with your transactions.

13.5 Each Party will abide by any orders, requests, requirements, rules, regulations or policies of any judicial regulatory, governmental,

录和监控**双方**间的该等通信，且我行可将任何记录作为证据在法庭使用。贵方将确保，当**适用法律**要求时，参与和我行的该等通信的任何贵方代表已经同意我行的记录和监控安排，包括我行根据本条和第 10 条收集、使用和披露该等通信（包括在该等通信过程中提供的任何**个人数据**）。若我行对该等通信的记录与贵方的记录存在不一致，则以我行的记录为准。若发生任何争议，贵方有权听取或查阅该等记录。

13.2 贵方将向我行提交我行可能不时合理要求提供的、与贵方、贵方对贵方**账户**的使用、贵方董事、雇员、高级职员、经贵方授权代表贵方开展交易的任何代表、股东和实益所有人相关的文件和信息，包括但不限于我行可能认为遵守**适用法律**所必需或适当的文件和信息。

13.3 贵方将毫不迟延地通知我行贵方法律地位、名称、地址或行为能力的任何变化，贵方组织性文件或贵方就**账户**享有的相关权利的任何变化，以及影响贵方与我行业务关系的任何其他变化。作为第 14.1(c) 条的例外，任何该等通知在我行收到并经过一段合理的时间可以按其操作后方可生效。

13.4 贵方同意获得并维持**适用法律**要求的与贵方交易相关的所有批准，并完成**适用法律**要求的与贵方交易相关的所有报告。

13.5 每一方将遵守其于任何时间须服从的任何司法监管、政府、财政、货币或其他

fiscal, monetary or other body or authority or court ("**Orders**") to which it is subject at any time and you agree to take all necessary action (including but not limited to executing further documents or providing to us further information or documents as we deem necessary and/or closing of your affected Account(s)). We will take all action we deem necessary or otherwise in order for us to respond to such Orders including, but not limited to, opening blocked and/or temporary account(s) or sub-account(s) in your name to receive and segregate funds.

13.6 The invalidity, illegality or unenforceability of a provision of the Agreement does not affect or impair the continuation in force of the remainder of the Agreement.

13.7 Where the Agreement is in English and another language, the Agreement in the English language will prevail in the case of inconsistency between those executed versions, unless otherwise required by Applicable Law.

13.8 A person who is not a Party to the Agreement has no right to enforce any term of the Agreement.

13.9 Subject to Clause 4.10 above, you may not assign or transfer your rights and/or obligations arising in connection with the Agreement except with our prior written consent.

#### 14. NOTICES

14.1 Unless otherwise provided in the Agreement, a notice under or in connection with the Agreement (a "**Notice**"):

(a) will be in writing and in the English language (unless local language is required by Applicable Law);

(b) in the case of a Notice to be provided:

(i) to you, such Notice may be: (A) mailed, faxed, or sent by electronic means (including by email or hyperlink) to your address, using the details given by

机构或机关或法院的任何命令、请求、要求、规章、条例或政策 ("**命令**"), 并且贵方同意采取所有必要的行动 (包括但不限于签署我行认为必要的进一步文件或向我行提供我行认为必要的进一步信息或文件以及/或者关闭贵方受影响的**账户**)。我行将采取我行认为必要或者使我行得以响应该等**命令**的所有行动, 包括但不限于以贵方名义开立冻结和/或临时账户或子账户以便收取和隔离资金。

13.6 **协议**某一条款的无效、非法或不可强制执行并不影响或损害**协议**其他条款的继续有效。

13.7 若**协议**以英文和另一种语言书就, 一旦各签署版本之间存在不一致, 则以**协议**的英文版为准, 除非**适用法律**另有要求。

13.8 并非**协议**一方的人士无权强制执行**协议**的任何条款。

13.9 受限于前述第 4.10 条, 除非获得我行事先的书面同意, 否则贵方不得转让或让与贵方与**协议**有关的权利和/或义务。

#### 14. 通知

14.1 除非**协议**中另有规定, **协议**项下或与之相关的某一通知 ("**通知**"):

(a) 将采用书面形式并以英文 (除非**适用法律**要求使用当地语言) 书就;

(b) 如果某一**通知**将向:

(i) 贵方发送, 该**通知**可以: (A)按贵方在开立相关**账户**时提供的联络信息或贵方之后书面通报我行的任何其他地址或联络信息, 通过邮寄、传真或

you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing; or (B) made available to you through Bank of America CashPro® Online and/or any of our successor access electronic channel(s) from time to time; or

- (ii) to us, such Notice may be: (A) mailed, faxed, or sent by email by you to us using the address or details of the local branch or your client services representative as communicated by us to you in writing when the relevant Account was opened or any other address or details subsequently communicated by us to you in writing for the purposes of this Clause 14; or (B) if agreed by us, made available to us through Bank of America CashPro® Online and/or any of our successor electronic access channel(s) from time to time; and

(c) will be effective when actually received.

## 15. INTERPRETATION

In the Agreement:

15.1 unless the context otherwise requires:

- (a) words denoting the singular include the plural and *vice versa*;
- (b) capitalised terms not defined in the GCAA will have the meanings given to them in the Account Opening Form; and
- (c) capitalised terms not defined in a Schedule will have the meanings given to them in the Account Opening Form or the GCAA (as applicable).

15.2 references to Clauses and Schedules are to clauses of and schedules to the GCAA;

电子方式（包括通过电子邮件或超链接形式）发送至贵方的地址；或(B)不时通过美国银行的 CashPro® Online 和/或我行任何替代的电子访问渠道向贵方提供；或

- (ii) 我行发送，该通知可以：(A)按我行在贵方开立相关账户时书面通报贵方的当地分行或贵方客户服务代表的地址或联络信息，或者按我行之后为本第 14 条之目的书面通报贵方的任何其他地址或联络信息，通过邮寄、传真或电子邮件方式向我行发送；或者(B)若我行同意，不时通过美国银行的 CashPro® Online 和/或我行任何替代的电子访问渠道向我行提供；并且

(c) 将自实际收到时起生效。

## 15. 释义

协议中：

15.1 除非上下文另有要求：

- (a) 单数名词亦包括其复数，反之亦然；
- (b) 未在协议中定义的加粗术语应具有开户申请书赋予其的涵义；以及
- (c) 未在某一附件中定义的加粗术语应具有开户申请书或协议（视情况而定）赋予其的涵义。

15.2 援引条款和附件系援引协议的条款和附件；

- 15.3 references to the Agreement include any Schedules to the Agreement;
- 15.4 references to the Agreement and/or any Schedules will be construed as referring to the same as from time to time amended, varied, supplemented or substituted;
- 15.5 references to the "International Account Agreement", the "IAA"; and/or the "SAOTC" in any other bank documents, agreements, amendments or similar are amended to make such references to the "Global Client Account Agreement, and applicable Schedules and supporting documents";
- 15.6 "**Account Opening Form**" means the form, as amended from time to time, under which you have requested us to open one or more Accounts;
- 15.7 "**Account Signatory**" means any person (whether legal or natural) from time to time authorised by you for the purposes of the Agreement;
- 15.8 "**Agreement**" has the meaning given to it in the Account Opening Form;
- 15.9 "**Applicable Law**" means, in respect of each Party, all provisions of constitutions, statutes, rules, regulations and orders of governmental bodies or regulatory agencies, applicable to such Party (including, where relevant, Tax Reporting Laws), and orders of any court or arbitrator in proceedings to which a Party is a party or to which it or its assets are subject, in each case in any jurisdiction worldwide;
- 15.10 "**Communications**" means all statements of account, advice, confirmations and other communications between us and you;
- 15.11 "**Entity**" has the meaning given to it in the Account Opening Form;
- 15.12 "**FATCA**" means the United States Foreign Account Tax Compliance provisions in the Hiring Incentives to Restore Employment Act 2010 and any intergovernmental agreement, treaty, law, regulation or other official guidance enacted in any other jurisdiction;
- 15.3 援引**协议**时包括援引**协议**的任何**附件**;
- 15.4 援引**协议**和/或任何**附件**应被解释为援引不时修订、变更、补充或替代的**协议**和/或任何**附件**;
- 15.5 在任何其他银行文件、协议、修订或类似文件中对“**国际账户协议**”、“**IAA**”和/或“**SAOTC**”的援引变更为对“**全球客户账户协议**和适用**附件**及支持文件”的援引;
- 15.6 “**开户申请书**”指经不时修订的申请书, 贵方依据该等申请书请求我行开立一个或多个**账户**;
- 15.7 “**账户签字人**”指贵方为**协议**之目的不时授权的任何人士 (无论是法人还是自然人);
- 15.8 “**协议**”具有**开户申请书**赋予其的涵义;
- 15.9 “**适用法律**”就每一方而言, 指适用于该一方的宪法、成文法、规章、条例和政府机关或监管机构的命令 (包括**纳税申报法律**, 若相关), 以及一方系当事人或一方或一方的资产须服从的法律程序中的任何法院或仲裁员的任何命令, 不论在世界任何法域;
- 15.10“**通信**”指所有对账单、通知、确认书以及我行与贵方间的其他通讯往来;
- 15.11“**实体**”具有**开户申请书**赋予其的涵义;
- 15.12“**FATCA**”指 2010 年《恢复就业的雇佣激励法案》中的美国《海外账户税收合规法案》条款, 以及美国与任何其他法域之间为便利该等条款实施在任何其他法域颁布的任何政府间协定、条约、法律、

between the US and any other jurisdiction, which (in either case) facilitates the implementation of such provisions;

法规或其他官方指引；

15.13 "**SWIFT**" means the international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication;

15.13 "**SWIFT**" 指名为 Society for Worldwide Interbank Financial Telecommunication 的国际电子报文传输服务；

15.14 "**Tax Reporting Laws**" means FATCA, the United Kingdom International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014, the EU Directive on Administrative Compliance II, legislation implementing the OECD's Common Reporting Standard, and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide; and

15.14 "**纳税申报法律**"指 FATCA, 2014 年《英国国际纳税合规(皇家属地及直布罗陀)条例》,《欧盟行政遵从第二指令》,世界任何法域实施经合组织《统一报送标准》的立法,以及世界任何法域与税务报送或扣缴义务相关的任何其他法律法规;以及

15.15 "**Withholding or Deduction**" means a deduction or withholding from a payment under the Agreement required by Applicable Law.

15.15 "**扣缴或扣减**"指适用法律要求对协议项下某一付款进行的扣缴或扣减。

**PEOPLE'S REPUBLIC OF CHINA  
JURISDICTION SCHEDULE**

**中华人民共和国法域附件**

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the People's Republic of China (the "PRC"). These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
  2. If there is no transaction on your Account or if your Account remains dormant for one year, we will close the Account after giving you not less than 30 days' prior written notice of such closure.
  3. For the purposes of your instructions in relation to your Accounts maintained in the PRC, a specimen seal of your company chop or specialised chop for financial purposes or for opening and operating Accounts (to the extent applicable) will be placed along with the specimen signatures of your Account Signatories given to us.
  4. Exchange control regulations governing the use of funds and their remittance into and repatriation out of the PRC may apply.
  5. At our request, you will provide us with the Chinese translation of any documents required to be provided to us pursuant to the terms of the Agreement.
  6. Unless otherwise approved by the competent governmental authorities, you cannot conduct cash business in a non-resident account. In addition, the funds in the non-resident account will not be converted into any other currency for use,
1. 本**法域附件**中的补充条款和条件应当适用于在**中华人民共和国**维持的**账户**,并且并入且成为与在**中华人民共和国** ("中国") 维持的**账户**相关的**协议**的一部分。若本补充条款和条件与**协议**中的任何其他条款存在任何不一致之处,则以本补充条款和条件为准。
  2. 如果贵方的**账户**无交易或处于不活动状态达一年,我行将至少提前 30 日书面通知贵方,并在此后关闭该**账户**。
  3. 为与贵方在**中国**维持的**账户**相关的贵方指示之目的,贵方的公章、财务专用章或**账户**开立和操作专用章的印鉴样本(在适用的范围内),须连同贵方的**账户**签字人的签字样本一并交予我行。
  4. 资金使用及其汇入和汇出**中国**将受限于所适用的外汇管制规定。
  5. 经我行要求,贵方将向我行提供根据**协议**条款需向我行提供的任何文件的中文译本。
  6. 除非有权政府机构另行批准,贵方不得通过非居民账户办理现金业务。此外,除**中国**法律法规另有明确规定外,非居民账户中的资金不得兑换成任何其他货币使用。

unless otherwise expressly provided by the laws and regulations of the PRC.

7. You shall ensure that all bank account activities made by you or on your behalf are in compliance with the laws, regulations and relevant regulatory rules, and there shall not be any illegal or criminal activities in connection with the operation of the Accounts.
  8. For avoidance of doubt, unless otherwise notified by us, any fees or any other amount payable by you to us under the Agreement will be exclusive of PRC value-added tax (if applicable), which we will charge you at the applicable tax rate in addition to such fees or payment.
  9. Notwithstanding any other provisions herein, if we plan to merge or be converted into an independent legal entity locally incorporated within the PRC (the "**Local Incorporation**") in accordance with applicable law of the PRC, after the date of the Agreement, then you hereby agree that we may transfer any or all of our rights and/or obligations under the Agreement to the surviving entity, the newly incorporated entity or the relevant branch of the newly incorporated entity after the Local Incorporation (the "**Successor Bank**"). You further agree that a public announcement made in any national newspaper in the PRC, or in any other forms of notice to the extent permitted by the applicable law and at the sole discretion of us or Successor Bank, on the assignment or transfer will constitute sufficient notice of such assignment or transfer, and that from the date of operation commencement of Successor Bank, our rights and obligations hereunder will be transferred and assigned to Successor Bank as if Successor Bank is the
7. 贵方应当确保贵方或代表贵方所办理的全部银行结算账户业务遵守法律、行政法规以及相关监管规定,不得利用**账户**从事各类违法犯罪活动。
  8. 为免疑义,除非我行另行通知,贵方在**协议**项下应向我行支付的任何费用或任何其他款项均不包含**中国**增值税(如适用),我行将在收取该等费用或款项之外按照所适用的税率另行向贵方收取该等**中国**增值税(如适用)。
  9. 尽管本**协议**中存在任何其他规定,如果在**协议**签署之日后我行计划根据**中国**的适用法律在**中国**境内合并或改制为一个境内设立的独立法人(“**本地法人化改制**”),则贵方在此同意,我行可以将我行在**协议**项下的任何或全部权利和/或义务转让给**本地法人化改制**后的存续实体、新设实体或新设实体的相关分行(“**承继银行**”)。贵方进一步同意,在**中国**境内的任何一份全国性报纸上发布关于该等让与或转让的公告,或在适用法律允许的范围内以我行或**承继银行**全权酌情决定的其他任何方式发出关于该等让与或转让的通知,均将构成关于该等让与或转让的充分的通知,并且同意自**承继银行**开业之日起,我行在本**协议**项下的权利和义务将让与和转让给**承继银行**,如同**承继银行**自始即为本**协议**的当事方一样,并且**协议**将持续有效,无需另行取得贵方的同意或批准以使该等让与或转让生效。



original party hereof, and that the Agreement will remain in force and no consent or approval from you is required to effect such assignment or transfer.

10. You acknowledge and agree that the funds held in the Accounts are not insured or guaranteed by the People's Bank of China or any other deposit insurance scheme in the PRC.
10. 贵方承认并同意, **账户**中的资金不受中国人民银行或**中国**的任何其他存款保险计划投保或担保。
11. *Change of RMB Account Information*
11. 人民币账户的变更
- Without prejudice to Clause 13.3 of the Agreement, as far as a RMB account is concerned, this clause supplements the requirements thereunder.
- 在不影响**协议**第 13.3 条的情况下, 就人民币账户而言, 本条是对**协议**项下的要求的补充。
- 11.1 When there is any change in your corporate name, legal representative or person in charge, address, and other account opening materials or documents, you shall apply to us without delay (in any event, no later than the fifth (5) working day) for the change of Account information and provide us with the evidential documents issued by the competent authority(ies).
- 11.1 贵方企业名称、法定代表人或单位负责人、住址以及其他开户资料、开户文件发生变更时, 贵方应于及时(不超过 5 个工作日)向我行提出**账户**变更申请, 并出具有关部门的证明文件。
- 11.2 We are entitled to review your application for the change of Account information and request you to submit further documents and make further explanations. After the review, if the requirements for such change are met, we will handle the relevant change for you.
- 11.2 我行有权对贵方的**账户**信息变更申请进行审核, 并要求贵方进一步提供文件资料和解释说明。经审核认为符合变更条件的, 为贵方办理相应变更手续。
- 11.3 If we find any change in your corporate name, legal representative or person in charge, or the validity period of your corporate business license, identity certificate of your legal representative or person in charge has elapsed, but you have not applied to us for the change(s) thereof, we are entitled to notify you to submit the
- 11.3 如我行发现贵方企业名称、法定代表人或单位负责人发生变更, 或者贵方企业营业执照、法定代表人或单位负责人有效身份证明文件有效期到期, 而贵方未向我行提出变更申请, 我行有权通知贵方办理变更手续, 贵方应予配合。

application for such change(s) and you shall cooperate with us.

- 11.4 The above application for the change of Account information shall be submitted over our counter, or mailed or couriered to our counter.
- 11.5 We may, from time to time, announce and publish detailed requirements with respect to the change of Account information, in accordance with the applicable regulatory requirements. Such requirements will be made available to you either over our counter or by notification made in accordance with Clause 14.1(b)(i) of the Agreement.
- 12 *Cancellation of RMB Accounts*
- Without prejudice to Clauses 4.6 and 9.4 of the Agreement, as far as a RMB account is concerned, this clause supplements the requirements thereunder.
- 12.1 You shall apply to us for the cancellation of the Account(s).
- 12.2 If you are an onshore institution, you shall promptly apply to us for the cancellation of your bank settlement account(s) in any of the following circumstances:
- (a) you are acquired, dissolved, declared bankrupt or closed;
  - (b) you are deregistered or your business license is revoked;
  - (c) you need to change your account bank due to the change of your registered address;
- 11.4 以上**账户**信息变更申请应当通过我行柜台递交或者通过邮寄或者快递方式寄送至我行柜台。
- 11.5 我行可以根据适用的监管要求, 不时宣告和公布与**账户**信息变更有关的详细要求。该等要求将通过我行柜台或根据**协议**第14.1(b)(i)条的规定作出的通知向贵方提供。
12. 人民币账户的撤销
- 在不影响**协议**第4.6条和第9.4条的情况下, 就人民币账户而言, 本条是对**协议**项下的要求的补充。
- 12.1 贵方撤销**账户**, 应当向我行提出申请。
- 12.2 境内机构有下列情形之一的, 贵方应当及时向我行提出撤销银行结算账户的申请:
- (a) 贵方被撤并、解散、宣告破产或关闭的;
  - (b) 贵方注销、被吊销营业执照的;
  - (c) 贵方因迁址需要变更开户银行的;

(d) you need to cancel your bank settlement account(s) due to any other reason; or

(d) you are obliged to cancel your bank settlement account(s) in accordance with any other provision of the applicable law of the PRC and regulatory requirements.

Under the circumstances relating to paragraph (a) or (b) above, you shall apply to us within five (5) working days for the cancellation of your bank settlement account(s). If you have not initiated your application for the cancellation of your bank settlement account(s) within the above time period, we are entitled to stop any payment to be made from such bank settlement account(s).

12.3 We are entitled to review your application for the account cancellation and request you to submit further documents and make further explanations. After the review, if the requirements for such account cancellation are met, we will handle the relevant account cancellation procedure for you.

12.4 Unless otherwise provided by the applicable law of the PRC, if you have not yet repaid all the outstanding debts owed to us, you shall not apply for the cancellation of the relevant Account.

12.5 The above application for the account cancellation shall be submitted over our counter, or mailed or couriered to our counter.

12.6 We may, from time to time, announce and publish detailed requirements with respect to the account cancellation, in accordance with the applicable regulatory

(d) 贵方因其他原因需要撤销银行结算账户的；或者

(e) 根据**中国**的适用法律的其他规定和监管要求贵方应当撤销银行结算账户的。

贵方存在以上第(a)项或第(b)项情形的，贵方应于 5 个工作日内向我行提出撤销银行结算账户的申请。贵方超过上述期限未主动办理撤销银行结算账户手续的，我行有权停止该银行结算账户的对外支付。

12.3 我行有权对贵方的销户申请进行审核，并要求贵方进一步提供文件资料和解释说明。经审核认为符合销户条件的，为贵行办理相应销户手续。

12.4 除**中国**的适用法律另有规定外，贵方尚未清偿其欠付我行债务的，不得申请撤销相关**账户**。

12.5 以上销户申请应当通过我行柜台递交或者通过邮寄或者快递方式寄送至我行柜台。

12.6 我行可以根据适用的监管要求，不时宣告和公布与销户有关的详细要求。该等要求

requirements. Such requirements will be made available to you either over our counter or by notification made in accordance with Clause 14.1(b)(i) of the Agreement.

将通过我行柜台或根据协议第 14.1(b)(i) 条的规定作出的通知向贵方提供。

### 13. *E-Statement Reconciliations*

### 13. 电子银企对账单

13.1 You have requested to receive electronic bank statement reconciliation from us (the "**E-statement Reconciliation**") with respect to the Accounts designated (using such form as we may agree from time to time) by you (the "**Designated Accounts**").

13.1 贵方已经申请从我行收取关于贵方指定（以我行可能不时同意的申请表形式）的账户（“**指定账户**”）的电子银企对账单（“**电子银企对账单**”）。

13.2 You understand that we will, at least on a quarterly basis, make available to you the account balance with respect to Designated Accounts as of the relevant period of time preceding the E-statement Reconciliation by sending an E-Statement Reconciliation notice in an electronic mail encrypted in a manner approved by us to the recipients duly designated (using such form as we may agree from time to time) by you (the "**Designated Recipients**") who will be responsible for the receipt and review of, and confirmation as to the correctness or inaccuracy of the E-statement Reconciliation sent by us.

13.2 贵方理解，我行将，至少每季度一次，通过以我行批准的方式加密的电子邮件向贵方适当指定（以我行可能不时同意的申请表形式）的接收人（“**指定接收人**”）发送**电子银企对账单**通知的方式，向贵方提供关于**指定账户**在**电子银企对账单**生成日的上一相关时间段的账户余额，该等**指定接收人**将负责接收并核对我行发送的**电子银企对账单**，以及确认我行发送的**电子银企对账单**的正确性或准确性。

13.3 Designated Recipients should review the relevant E-statement Reconciliation electronic mail and confirm to us within the prescribed deadline its correctness or inaccuracy by using the respective link in the electronic mail or directly replying to our designated electronic mail box with the ticket number and reconciliation result in the subject. The format of reply will be provided in the E-statement Reconciliation electronic mail sent to you.

13.3 **指定接收人**应当核对相关**电子银企对账单**电子邮件，并且通过使用电子邮件中的相应链接或直接在主题中标明对账编号及对账结果并在规定的期限内回复至我行指定的电子邮箱，向我行确认该**电子银企对账单**的正确性或准确性。我行将在向贵方发送的**电子银企对账单**电子邮件中提供回复的格式。

- 13.4 You agree to immediately notify us in writing (using such form as we may agree from time to time) if there is any change to the details of the Designated Recipients. You understand that any such change will not become effective until we have received such notice and have had a reasonable time to act on it.
- 13.4 贵方同意,如果**指定接收人**的信息发生任何变化,贵方将立即(以我行可能不时同意的申请表形式)书面通知我行。贵方理解,任何该等变化直至我行收到该等通知并且有合理时间采取行动后才生效。
- 13.5 In connection with these E-Statement Reconciliation terms:
- 13.5 关于该等**电子银企对账单**条款:
- (a) you represent and undertake that:
- (a) 贵方陈述并承诺:
- (i) each Designated Recipient is your authorised representative in respect of the review of and confirmation on the correctness or inaccuracy of E-statement Reconciliations, and
- (i) 各**指定接收人**为贵方关于核对及确认**电子银企对账单**的正确性或准确性的授权代表,以及
- (ii) you will be responsible for the accuracy and validity of all details of the Designated Recipients provided to us including, but not limited to, telephone numbers and electronic mail addresses;
- (ii) 贵方将对向我行提供的**指定接收人**的所有信息的准确性及有效性负责,包括但不限于电话号码及电子邮箱地址;
- (b) you agree and acknowledge that:
- (b) 贵方同意并承认:
- (i) we will not be liable: (A) for any failure to provide or any delay in providing any E-statement Reconciliation electronic mail to your Designated Recipients, or (B) if any E-statement Reconciliation electronic mail is intercepted or received by or sent to an unauthorised person other than the Designated Recipients, unless any of such events arises out from or in
- (i) 我行不对以下任何事件负责,除非任何该等事件由我行的故意不当行为或重大过失导致或与之相关:(A)未向**指定接收人**提供或迟延提供任何**电子银企对账单**电子邮件,或(B)如果任何**电子银企对账单**电子邮件被除**指定接收人**外的未授权人士拦截或接收或向其发送;

connection with our wilful misconduct or gross negligence;

(ii) it is your sole responsibility to notify us in the event that you do not receive any E-statement Reconciliation electronic mail from us;

(iii) in case there are responses from two or more Designated Recipients in respect of the same E-statement Reconciliation, we may rely solely on the reply which is first to reach our E-statement Reconciliation system, irrespective of what the subsequent replies may state; and

(c) You agree to follow all procedures and requirements we may specify with respect to security in retrieving or accessing any E-statement Reconciliation electronic mail. Where passwords or other access information may be required, you agree and acknowledge that you are solely responsible for the security of such access information and we will not be liable for any direct, indirect or consequential losses suffered or incurred by you as a result of E-statement Reconciliation electronic mails being sent via the Internet.

(ii) 如果贵方未能收到我行的任何**电子银企对账单**电子邮件，唯有贵方负有通知我行的责任；

(iii) 如果同一份**电子银企对账单**存在两个或以上**指定接收人**的回复，我行可以仅依赖首先到达我行**电子银企对账单**系统的回复，无论之后到达的回复如何陈述；以及

(c) 贵方同意遵守我行关于安全获取或访问任何**电子银企对账单**电子邮件可能指定的所有程序及要求。如果需要密码或其他访问信息，贵方同意并承认仅由贵方对该等访问信息的安全性负责，并且我行将不对贵方因通过互联网发送**电子银企对账单**电子邮件而遭受或产生的任何直接损失、间接损失或附带损失负责。

#### 14 *Measures to Restrict the Account Transactions*

14.1 Without prejudice to Clauses 4.6 and 9.4 of the Agreement, we are entitled to take measures deemed appropriate at the sole discretion of us to restrict the account transactions against your Account(s):

#### 14. 控制账户交易措施

14.1 在不影响**协议**第 4.6 条和第 9.4 条的情况下，我行有权对贵方**账户**采取我行全权酌情决定认为适当的控制账户交易措施：

- (a) if there is any change in your corporate name, legal representative or person in charge, and you have not submitted the application for such change(s) within the period prescribed in our notification thereafter, and you have not provided any reason deemed reasonable by us at the sole discretion of us;
  - (b) in accordance with the regulation requirements of anti-money laundry or counter-terrorist financing or the like;
  - (c) if you failed to provide the reconciliation confirmation within the deadline prescribed by any E-statement Reconciliation, or there is any inconsistency in any E-statement Reconciliation; or
  - (d) in any other circumstances in accordance with the applicable law of the PRC and the regulatory requirements
- (a) 如果贵方企业名称、法定代表人或单位负责人发生变更，经我行通知，贵方仍未在通知规定的期限内办理变更手续，且未提出我行全权酌情决定认为合理的理由；
  - (b) 根据反洗钱、反恐怖融资或类似监管要求而采取措施；
  - (c) 如果贵方超过任一**电子银企对账单**规定的对账时间未反馈对账结果或者核对结果不一致；或
  - (d) **中国**的适用法律规定和监管要求的其他情形。

14.2 If the validity period of your corporate business license, identity certificate of your legal representative or person in charge has elapsed, and you have not submitted the application for such change(s) within the period prescribed in our notification thereafter, and you have not provided any reason deemed reasonable by us at the sole discretion of us, we are entitled to stop handling any business for you.

14.2 如果贵方企业营业执照、法定代表人或单位负责人有效身份证明文件有效期到期，经我行通知，贵方仍未在通知规定的期限内办理变更手续，且未提出我行全权酌情决定认为合理的理由的，我行有权终止为贵方办理业务。

14.3 When any measure to restrict the account transactions is adopted by us, unless prohibited from doing so by Applicable Law, we shall notify you within two (2) working days upon the adoption of such measure.

14.3 我行采取控制账户交易措施的，除**适用法律**不允许之外，我行应当在采取措施之日起 2 个工作日内通知贵方。

14.4 You agree that the measures to restrict the account transactions we may take include but shall not be limited to: suspending the Account operations which are not made over our counters, restricting the transaction scale or frequency of the Account, stopping payments made from and/or to the Account.

14.4 贵方同意, 我行可以采取的控制账户交易措施包括但不限于: 暂停**账户**非柜面业务、限制**账户**交易规模或频率、对**账户**采取只收不付控制、对**账户**采取不收不付控制。



SERVICE SCHEDULE

SUPPLEMENTAL TERMS AND CONDITIONS  
APPLYING TO  
APAC TIME DEPOSITS

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**") in respect of Accounts maintained in certain jurisdictions (as we may mutually agree with you from time to time) in respect of certain deposits made in connection with such Accounts. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

For the purposes of this Schedule, "**Deposit**" means a deposit placed by you with us in any of the Account Jurisdictions in Asia Pacific (excluding New Zealand) for a specific period of time (the "**Term**").

1. GENERAL

- 1.1 An interest rate will be fixed for the Term of each Deposit and will be based on the rates agreed at the time you place the Deposit.
- 1.2 In the absence of specific instructions from you, on the relevant maturity date agreed between you and us in relation to a Deposit (the "**Maturity Date**") we will credit the principal of that Deposit and any applicable interest to any of your Accounts maintained at the same branch with the same currency.

2. EARLY WITHDRAWAL AND FEES

- 2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term that will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest on such Deposit are payable only on the relevant Maturity Date.
- 2.2 You agree to provide at least thirty-one (31) days' written notice of a request to terminate a Deposit prior to its Maturity Date (the "**Early Termination Request**") if

服务附件

适用于 APAC 定期存款的  
补充条款和条件

就在特定法域（我行将不时与贵方共同约定）维持的**账户**以及所存入的与之相关的特定存款而言，本条款和条件应当并入且成为依据全球客户账户协议（“**GCAA**”）第 3.1 条视为存在的各单独**协议**的一部分。若本条款和条件与**GCAA**中的其他条款存在任何不一致之处，则以本条款和条件为准，除非**GCAA**中的相关条款已经被**法域附件**修改，在此情况下将以经**法域附件**修改的该**GCAA**条款为准。除非本条款和条件另有修订、补充或变更，**协议**中的规定持续具有完全的效力。

为本**附件**之目的，“**存款**”指贵方在**亚太地区**（不包括**新西兰**）的任何**账户法域**，在特定期间（“**存期**”）内存入我行的存款。

1. 一般规定

- 1.1 利率在各**存款**的**存期**内将是固定的，并且将基于贵方在存入**存款**时同意的利率。
- 1.2 若没有贵方的特定指令，我行将在贵方与我行约定的与**存款**相关的到期日（“**到期日**”），将该**存款**的本金以及任何适用的利息贷记至贵方在相同分行维持的具有相同币种的任何**账户**。

2. 提前支取和费用

- 2.1 贵方理解并认可，我行接受的各项**存款**均具有固定**存期**，将以约定的利率产生利息，并且该**存款**的本金金额及该等**存款**产生的利息仅可在相应的**到期日**支付。
- 2.2 如申请在**到期日**前终止一笔**存款**，并且如果该**存款**的**存期**超过三十一（31）日，贵方同意至少提前三十一（31）日提供书面通知（“**提前支取申请**”）。

- the Term of that Deposit exceeds thirty-one (31) days.
- 2.3 We may, on such notice and in our sole discretion, agree to or refuse an Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.4 In the event that we agree to an Early Termination Request, you will receive the principal amount of the Deposit along with interest on such Deposit at our standard current account rate of interest as published by us at the time we accept the Deposit (instead of the fixed term interest rate mentioned above) for the actual period for which the Deposit was held with us.
3. **DEPOSIT REQUESTS AND CONFIRMATIONS**
- 3.1 You may send us a request for placement of a Deposit (in such form as we may prescribe from time to time) and we may send you confirmation of such request stating the principal amount, applicable interest rate, Term, start date and Maturity Date of the Deposit at your own risk in accordance with the mode of delivery agreed between you and us.
4. **MISCELLANEOUS**
- 4.1 If we receive any application or notice from you on a non-Business Day, it will be deemed to have been received by us on the succeeding Business Day. "Business Day" means a day on which we are open for business in the relevant Account Jurisdiction. The placement, withdrawal or termination of a Deposit scheduled to occur on a non-Business Day will be postponed to the succeeding Business Day. Notwithstanding the above, we have the discretion to decide whether to deal with the withdrawal on the preceding Business Day.
5. **SPECIFIC PROVISIONS**
- 5.1 Where you request that a Deposit is to be denominated in Renminbi ("RMB"), the Service Schedule for Offshore Renminbi Accounts (the "Offshore RMB Account Schedule") applies where such RMB Deposits are made to RMB Accounts (as defined in the Offshore RMB Account
- 2.3 在该等最少三十一（31）日的通知期限届满时（或提前支取申请中列明的该等更晚的日期），我行可以根据该等通知，依我行自行裁量，同意或拒绝在到期日前支付存款的提前支取申请。
- 2.4 在我行同意提前支取申请的情况下，贵方将同时收到存款的本金金额和该等存款的利息。该等利息按照我行接受该存款时公示的我行往来账户标准利率（而非上文提及的定期利率）和该存款存于我行的实际期间计算。
3. **存款申请和确认**
- 3.1 贵方可以我行可能不时规定的该等格式向我行发送存入存款的申请，并且我行可以根据贵方和我行约定的送达方式，在贵方承担风险的前提下，向贵方发送该等申请的确认，列明该存款的本金金额、适用利率、存期、起始日和到期日。
4. **其他**
- 4.1 若我行在非营业日收到贵方的任何申请或通知，将视为我行在下一营业日收到该等申请或通知。“营业日”指我行在相应账户法域开门营业的一日。预约发生在非营业日的存款存入、支取或终止将顺延至下一营业日。尽管存在上述规定，我行拥有裁量权，决定是否在下一营业日处理支取。
5. **特别规定**
- 5.1 若贵方要求某一存款以人民币（“人民币”）计价，境外人民币账户服务附件（“境外人民币账户附件”）适用于该等人民币存款存入中国（如境外人民币账户附件所定义）境外的人民币账户

Schedule) outside the PRC (as defined in the Offshore RMB Account Schedule).

5.2 Where a Deposit is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

#### INDIA

5.3 Clause 2 of this Schedule is replaced with the following:

"2.1 If we, at your request, accept a Deposit without the option of premature withdrawal (a "Non-callable Deposit"), you understand and acknowledge that the Non-callable Deposit is for a fixed Term at the agreed interest rate and the principal amount of the Non-callable Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.

2.2 Any request by you to withdraw the Non-callable Deposit before the Maturity Date, for any reason, requires you to provide a minimum of thirty-one (31) days' written notice, on which the Non-callable Deposit will be terminated prior to the Maturity Date, on the date falling at the end of the thirty-one (31) day notice period or such later date as may be set out in the notice of early withdrawal.

2.3 On the early withdrawal of the Non-callable Deposit, you will receive the principal amount of the Non-callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Master Direction - Reserve Bank of India (Interest Rate on Deposits) Directions, 2016) and other terms and conditions prescribed by us in respect of the early withdrawal of the Non-callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Non-callable Deposit was held with us.

2.4 You understand and agree that subject to the extent local regulatory guidelines, early withdrawal of any

(如境外人民币账户附件所定义)的情况。

5.2 若某一存款维持于下列法域,适用下列与该法域相关的补充条款和条件。

#### 印度

5.3 本附件第 2 条替换如下:

"2.1 若我行应贵方要求,接受不可选择提前支取的存款(“非通知存款”),贵方理解并认可非通知存款具有固定的存期和约定的利率,并且非通知存款的本金金额和其产生的利息仅可在相关到期日支付。

2.2 贵方做出的因任何原因在到期日前支取非通知存款的任何请求,需要贵方至少提前三十一(31)日提供书面通知,非通知存款将在到期日前,且在该三十一(31)日的通知期限结束之日或提前支取通知中可能列明的该等更晚的日期终止。

2.3 在提前支取非通知存款时,贵方将同时收到非通知存款的本金金额和该等金额的利息,该等利息按照可能不时修订的当地监管指引(包括印度储备银行主指南-印度储备银行(存款利率)指南,2016)和我行就非通知存款的提前支取规定的其他条款和条件,以降低的利率(而非在此提及的定期利率)和该非通知存款存于我行的实际期间计算。

2.4 贵方理解和同意,受限于当地监管指引,如果未能在拟定的提前支取日之前至少三十一(31)日

Non-callable Deposit will not be allowed by us if notice to withdraw the Non-callable Deposit prior to the Maturity Date is not provided at least thirty-one (31) days prior to the proposed date of early withdrawal.

2.5 If we, at your request, accept a Deposit with the option of premature withdrawal (a "Callable Deposit"), you understand and acknowledge that the Callable Deposit is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Callable Deposit and the accrued interest thereon are payable on the relevant Maturity Date.

2.6 You may give us a written request (the "Early Termination Request") to early terminate the Callable Deposit any day prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Direction - Reserve Bank of India (Interest Rates on Deposits Directions, 2016) and other terms and conditions prescribed by us in respect of the early withdrawal of the Callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Callable Deposit was held with us, at the expiry of such notice period (or such later date as specified in the Early Termination Request)."

#### INDONESIA

5.4 Clause 2.1 of this Schedule is replaced as follows:

You understand and acknowledge that each Deposit accepted by us is for a fixed term that will earn interest at the agreed rate – subject to Applicable Law, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date."

提供在到期日前支取非通知存款的通知，我行将不会允许提前支取任何非通知存款。

2.5 若我行应贵方要求，接受可以选择提前支取的存款（“通知存款”），贵方理解并认可通知存款具有固定的存期并且将根据约定的利率产生利息，并且通知存款的本金金额和其产生的利息可在相关到期日支付。

2.6 贵方可以向我行发出一项书面请求（“提前支取申请”）以在提前终止日（或适用法律或监管指引规定的该等其他通知期限）前的任何一天提前终止通知存款，在该等通知期限（或提前支取申请中列明的该等更晚的日期）届满之日，贵方将同时收到通知存款的本金金额和该等金额的利息，该等利息按照可能不时修订的当地监管指引（包括印度储备银行主指南-印度储备银行（存款利率）指南，2016）和我行就通知存款的提前支取规定的其他条款和条件，以降低的利率（而非在此提及的定期利率）和该通知存款存于我行的实际期间计算。”

#### 印度尼西亚

5.4 本附件第 2.1 条替换如下：

贵方理解并认可，我行接受的各存款均具有固定存期，将以约定的利率产生利息（受限于适用法律），并且该存款的本金金额及其产生的利息仅可在相应的到期日支付。”

- 5.5 Any information regarding the Account or deposit that is required and/or necessary to be disclosed by Applicable Law or the appropriate authority, including the information on the Deposit Insurance Institution's published interest rate and the maximum of the deposit guaranteed by the Deposit Insurance Institution, will be displayed at our branch and/or provided by us.
- 5.6 Our Indonesian branch is registered with and under the supervision of the Financial Service Authority ("Otoritas Jasa Keuangan" or so called "OJK").

#### JAPAN

- 5.7 Clause 2 of this Schedule is replaced as follows:

*You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.*

*You agree and acknowledge that any request to early terminate any Deposit may be agreed or refused at our sole and absolute discretion. If we agree to such early termination request, we may apply any conditions, to the extent permissible by Applicable Law, as we deem fit from time to time irrespective of the period for which the Deposit is held with us.*

*You agree and acknowledge that any request to early terminate any Deposit denominated in Japanese Yen (each, a "**Local Currency Deposit**") may be agreed or refused at our sole and absolute discretion. If we, at our sole and absolute discretion, agree to such early termination request, we may apply any conditions as we deem fit from time to time, including without limitation refunding the principal amount of the Local Currency Deposit without any interest on such amount irrespective of the period for which the Local Currency Deposit is held with us.*

*In the event that we agree to each Deposit denominated in any currency other than Japanese Yen (each, a "**Foreign Currency Deposit**"), you will receive the principal amount of the Foreign Currency Deposit along with interest on such amount at our standard savings rate of interest as published by us at the time we accept the Foreign Currency Deposit (instead of the fixed term interest rate mentioned above) for*

- 5.5 根据**适用法律**或适当机关的要求和/或必需披露的关于**账户**或存款的任何信息（包括关于**存款保险机构**公布的利率和**存款保险机构**担保的最高存款金额的信息）将在我行的分行展示和/或由我行提供。

- 5.6 我行印度尼西亚分行在**金融服务管理委员会**（“Otoritas Jasa Keuangan”或称“OJK”）注册且受其监督。

#### 日本

- 5.7 本**附件**第2条替换如下：

*贵方理解并认可，我行接受的各存款均具有固定**存期**，且将以约定的利率产生利息，并且该存款的本金金额及其产生的利息仅可在相应的**到期日**支付。*

*贵方同意并认可，我行可以根据我行唯一并且绝对的裁量权，同意或拒绝提前终止任何存款的任何请求。如果我行同意该等提前支取申请，在**适用法律**允许的范围内，我行可以适用我行不时认为合适的任何条件*

*贵方同意并认可，我行可以根据我行唯一并且绝对的裁量权，同意或拒绝提前终止以**日元**计价的任何存款（各为一笔“**地方货币存款**”）的任何请求。如果我行，根据我行唯一并且绝对的裁量权，同意该等提前终止申请，我行可以适用我行不时认为合适的任何条件，包括但不限于，返还**地方货币存款**的本金金额，但不计付该等金额的利息，无论该**地方货币存款**存于我行的期间如何。*

*如果我行同意以**日元**以外的任何货币计价的各存款（各为一笔“**外币存款**”），贵方将同时收到**外币存款**的本金金额和该等金额的利息。该等利息按照我行接受该**外币存款**时公示的我行标准储蓄利率（而非上文提及的定期利率）和该**外币存款**存于我行的实际期间计算。贵方同意我行可以向贵方收取提前支取**外币存款**的任何管理成本。”*

the actual period for which the Foreign Currency Deposit was held with us. You agree that we may charge you any administrative cost of the early termination of the Foreign Currency Deposit."

#### MALAYSIA

5.8 Clause 2 of this Schedule is replaced as follows:

You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date. You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "**Early Termination Request**") in respect of a Deposit with a Term exceeding thirty-one (31) days. We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request). In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us.

In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."

#### PEOPLE'S REPUBLIC OF CHINA (PRC)

5.9 Clause 2 of this Schedule is replaced as follows:

"2.1 "**Time Deposit**" means a Deposit placed by you for a fixed Term and "**Call Deposit**" means a Deposit where no Term is agreed on placing the Deposit.

2.2 You understand and acknowledge that each Time Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Time Deposit and accrued interest thereon are payable only on the relevant Maturity Date.

2.3 You acknowledge that we can require the minimum threshold amount for a Time Deposit denominated in RMB in accordance with Applicable Law, which in

#### 马来西亚

5.8 本附件第 2 条替换如下:

贵方理解并认可, 我行接受的各项存款均具有固定存期, 且将以约定的利率产生利息, 并且该存款的本金金额及其产生的利息仅可在相应的到期日支付。对于在到期日前终止一笔存期超过三十一 (31) 日的存款的任何申请, 贵方同意至少提前三十一 (31) 日提供书面通知 ("提前支取申请")。在该等最少三十一 (31) 日的通知期限届满时 (或提前支取申请中列明的该等更晚的日期), 我行可以根据该等通知, 依我行自行裁量, 同意或拒绝在到期日前支付存款的该等提前支取申请。在我行同意该等提前支取申请的情况下, 贵方将收到存款的本金金额, 但不计付该等金额的利息, 无论该存款存于我行的期间如何。

在我行同意该等提前支取申请的情况下, 贵方将收到存款的本金金额, 但不计付该等金额的利息, 无论该存款存于我行的期间如何。"

#### 中华人民共和国 (中国)

5.9 本附件第 2 条替换如下:

"2.1 "**定期存款**" 指贵方存入的具有固定存期的存款, 并且 "**通知存款**" 指在存款存入时未规定存期的存款。

2.2 贵方理解并认可, 我行接受的各项定期存款均具有固定存期, 且将以约定的利率产生利息, 并且该定期存款的本金金额及其产生的利息仅可在相应的到期日支付。

2.3 贵方认可, 我行可以根据适用法律设定人民币定期存款的最低起存金额, 该等金额在任何情况下将不得低于不时规定的最低金额 (目前为人民币

any circumstance, will not be less than the minimum amount prescribed from time to time (currently RMB 10,000). The Term of a Time Deposit is subject to the availability of our offering as decided by us in accordance with Applicable Law. The interest rate for the Time Deposit will not be adjusted during the Term of Time Deposit even if the corresponding benchmark interest rate is adjusted.

- 2.4 In respect of each Time Deposit for a term exceeding thirty-one (31) days, you hereby agree that if you request to withdraw the Time Deposit before the Maturity Date, you will send your written request at least thirty-one (31) days before the date on which the Time Deposit is to be terminated early (the "**Early Termination Request**"), we will be entitled to pay interest on the principal amount of the Time Deposit at the applicable demand deposit rate as published by us on the early termination date (instead of the fixed term interest rate mentioned above) for the actual period for which the Time Deposit was held with us at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.5 In case you are unable to provide such Early Termination Request thirty-one (31) days before the date on which the Time Deposit is to be terminated early, we will be entitled to pay interest on the principal amount of the Time Deposit at PBOC base rate of demand deposit minus the break funding cost (if any) which is suffered by us due to such early withdrawal (instead of the fixed term interest rate mentioned above) on the date that we terminate the Time Deposit pursuant to the Early Termination Request, provided that you will not receive less than the principal amount of the Time Deposit.
- 2.6 Where a Time Deposit is partially withdrawn prior to the Maturity Date, you shall ensure that the remaining amount is no less than the minimum threshold amount as required by us, otherwise you will be deemed to have requested a withdrawal of the full amount of Time Deposit prior to the Maturity Date. An early withdrawal of the Time Deposit can only be made once.

10,000 元)。定期存款的存期受限于我行根据适用法律决定提供的可用存期。在定期存款的存期内，即使相应的基准利率被调整，定期存款的利率也不会被调整。

- 2.4 对于期限超过三十一（31）日的定期存款，贵方在此同意，如果贵方在到期日之前请求提取定期存款，贵方将会于定期存款将提前终止之日前至少三十一（31）日发送书面请求（“**提前终止请求**”），为此我行将有权以提前终止之日贵行公布的适用的活期存款利率（而非上述提及的固定期限利率）对定期存款的本金支付利息，利息期间为我行持有定期存款的实际期间，直至该等至少三十一（31）日通知期满（或提前终止请求确定的该等其他较晚日期）。
- 2.5 若贵方无法于定期存款将提前终止之日前三十一（31）日提供该等提前终止请求，我行将有权在根据提前终止请求终止定期存款之日以中国人民银行公布的活期存款基准利率并减去我行因该等提前支取而遭受的利差成本（若有）（而非上述提及的固定期限利率）对定期存款的本金支付利息，前提是贵方收到的金额将不少于定期存款的本金。
- 2.6 若在到期日前部分支取一笔定期存款，贵方应当确保剩余金额不少于我行要求的最低起存金额，否则将视为贵方已经申请在到期日前支取定期存款的全部金额。定期存款只能提前支取一次。

- 2.7 Any withdrawal of a Call Deposit will be subject to a prior notice to us (in such form as we may prescribe from time to time) specifying the proposed withdrawal date, the account to which such withdrawal is to be made and the amount to be withdrawn. By requesting a withdrawal of a Call Deposit, you authorise us to transfer the amount, after deducting the necessary remittance fees by the Bank, into any of your existing Accounts with us in the same branch and currency. In the absence of an existing Account with us, the amount will be transferred to the account opened and designated by you after deducting the necessary remittance fees by the Bank.
- 2.8 Call Deposits denominated in RMB placed with us are subject to the "Bank of America, N.A, Shanghai Branch, Beijing Branch, Guangzhou Branch Articles of RMB Call Deposit for Corporate Customer" ("**Articles**") as prepared and published at [click here](#) in accordance with Applicable Law and rules.
- 2.9 You acknowledge that we can require the minimum threshold amount for a Call Deposit in accordance with Applicable Law, which, in any circumstance, will not be less than the minimum threshold amount as specified in the Articles. You may, by sending your written request at least one (1) / seven (7) days (as the case may be) prior to the proposed withdrawal date, withdraw all or part of a Call Deposit. You agree not to instruct us to use the withdrawn amount of a Call Deposit to make settlement with or payment to a third party, nor to withdraw cash, to issue a check or for any other purposes.
- 2.10 (Intentionally deleted)
- 2.11 The interest rate of Call Deposits and Time Deposits will be subject to the rules and regulations of the Peoples' Bank of China and the Articles regarding interest rates.
- 2.12 (Intentionally deleted)"
- 2.7 任何支取**通知存款**的行为需要事先通知我行（以我行不时可能规定的该等格式），该等通知应列明拟定的支取日期，该等支取将支取的账户以及将支取的金额。在申请支取**通知存款**时，贵方授权我行，在扣除必要的银行汇款费用后，将金额以相同货币转入贵方在我行相同分行的任何现有账户。如在我行不存在**现有**账户，在扣除必要的银行汇款费用后，金额将转入贵方开立和指定的账户。
- 2.8 存入我行的**人民币通知存款**受限于根据**适用法律**和法规制定并在 [点击此处](#) 公布的《美国银行有限公司上海/北京/广州分行人民币业务单位通知存款章程》（“**章程**”）。
- 2.9 贵方认可，我行可以根据**适用法律**设定**通知存款**的最低起存金额，该等金额在任何情况下将不得低于章程规定的最低起存金额。贵方可以通过在拟定的支取日期前至少一(1)/七(7)天（视情况而定）发送书面申请，以全额或部分支取**通知存款**。贵方同意不会指示我行使用**通知存款**的支取金额向第三方进行结算或支付，也不会支取现金，开立支票或为任何其他目的使用。
- 2.10 (故意删除)
- 2.11 通知存款和定期存款的利率将受限于关于利率的中国人民银行的规则和规章以及章程。
- 2.12 (故意删除)"

## PHILIPPINES

- 5.10 Member: Philippine Deposit Insurance Corporation. Maximum Deposit Insurance
- 5.10 成员：菲律宾存款保险公司。受限于可能不时修订或发布的**适用法律**和法规，



for Each Depositor PHP500,000, subject to Applicable Law and rules as may be amended or issued from time to time.

#### THAILAND

5.11 Clause 2 of this Schedule is replaced as follows:

*You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.*

*You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "**Early Termination Request**") in respect of a Deposit with a Term exceeding thirty-one (31) days.*

*We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).*

*In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."*

#### TAIWAN

5.12 Clause 2 of this Schedule is replaced as follows:

*You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable on the relevant Maturity Date.*

各存款人的最高存款保险保额为 500,000 菲律宾比索。

#### 泰国

5.11 本附件第 2 条替换如下:

贵方理解并认可, 我行接受的各项存款均具有固定存期, 且将以约定的利率产生利息, 并且该存款的本金金额及其产生的利息仅可在相应的到期日支付。

对于在到期日前终止一笔存期超过三十一 (31) 日的存款的任何申请, 贵方同意至少提前三十一 (31) 日提供书面通知 ( "**提前支取申请**" ) 。

在该等最少三十一 (31) 日的通知期限届满时 (或提前支取申请中列明的该等更晚的日期), 我行可以根据该等通知, 依我行自行裁量, 同意或拒绝在到期日前支付存款的该等提前支取申请。

在我行同意该等提前支取申请的情况下, 贵方将收到存款的本金金额, 但不计付该等金额的利息, 无论该存款存于我行的期间如何。 ”

#### 台湾

5.12 本附件第 2 条替换如下:

贵方理解并认可, 我行接受的各项存款均具有固定存期, 且将以约定的利率产生利息, 并且该存款的本金金额及其产生的利息仅可在相应的到期日支付。

You may give us a written request (the "**Early Termination Request**") to early terminate the Deposit seven (7) days prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Deposit along with interest on such amount at 80% of the fixed term interest rate mentioned above for the actual period for which the Deposit was held with us, at the expiry of such seven (7) day notice period (or such later date as specified in the Early Termination Request)."

贵方可以向我行发出一项书面请求（“**提前支取申请**”）以在提前终止日（或适用法律或监管指引规定的该等其他通知期限）前的七（7）天提前终止存款，在该等七（7）天通知期限（或提前支取申请中列明的该等更晚的日期）届满之日，贵方将同时收到存款的本金金额和该等金额的利息，该等利息按照上文提及的定期利率的 80% 和该存款存于我行的实际期间计算。

**FINANCIAL INSTITUTION SCHEDULE****金融机构附件****SUPPLEMENTAL TERMS AND CONDITIONS  
APPLYING TO FINANCIAL INSTITUTIONS****适用于金融机构的补充条款和条件****1. APPLICATION****1. 适用**

1.1 These terms and conditions will apply where you are a financial or credit institution, or provide financial or payment services.

1.1 若贵方为金融或信贷机构，或提供金融或支付服务，则适用本条款和条件。

1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1.2 若适用本文件所列条款和条件，则该等条款和条件并入且成为依据**全球客户账户协议**第 3.1 条视为存在的各单独协议的一部分。若本条款和条件与 **GCAA** 中的其他条款存在任何不一致之处，则以本条款和条件为准，除非 **GCAA** 中的相关条款已经被**法域附件**修改，在此情况下将以经**法域附件**修改的该 **GCAA** 条款为准。除非本补充条款和条件另有修订、补充或变更，**协议**中的规定持续具有完全的效力。

**2. ADDITIONAL REPRESENTATIONS AND WARRANTIES****2. 附加陈述与保证**

2.1 On opening an Account and on a continuing basis, you represent and warrant to us that:

2.1 贵方在开立**账户**时并且持续地向我行陈述并保证：

(a) you are responsible for full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations of all applicable jurisdictions, including without limitation each of the jurisdictions in which any Account is and/or you are located;

(a) 贵方负责完全遵守所有适用法域（包括但不限于任何**账户**和/或贵方所在的所有适用的反洗钱和反恐怖融资的法律和法规；

(b) you will not use the Accounts or our products and services to engage either directly or indirectly in business with a financial institution that does not have a physical presence in any

(b) 贵方将不会使用**账户**或我行产品及服务，以直接或间接地与在任何法域均没有实体存在的金融机构开展业务；

- jurisdiction;
- (c) you will perform on-going customer due diligence with respect to your customers in a manner that ensures compliance with applicable jurisdictional requirements;
  - (d) you will not allow your customer or any third party to directly access the Accounts or our products and services provided by us without our prior knowledge and express written consent;
  - (e) you have implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Accounts, products and services provided by us;
  - (f) you acknowledge that in addition to any of our other rights under the Agreement we may intercept and investigate payment instructions; make further inquiries and, where required, block or reject services due to domestic or global economic or trade-based sanctions; and
  - (g) you will not use your Account or any of our products and services for illegal purposes or transactions.
- 2.2 In the event that we permit you to provide your customer or a third party with direct access to Accounts or our products and services, you will provide us evidence, on our request, of the anti-money laundering controls of the third parties to whom you offer these services, including but not limited to providing a list of customer names and information that allows us to readily identify them in a manner consistent with our anti-money laundering programme requirements.
- (c) 贵方将以确保符合适用法域的要求的方式，对贵方的客户开展持续的客户尽职调查；
  - (d) 除非获得我行事先认可和明确的书面同意，贵方将不会允许贵方客户或任何第三方直接使用我行提供的**账户**或我行的产品和服务；
  - (e) 贵方已经施行并且将继续维持合理的程序和控制以识别并防止对我行提供的**账户**和我行的产品和服务进行构成犯罪的~~不当使用~~；
  - (f) 贵方认可，除我行在**协议**项下的任何其他权利外，我行可以拦截并调查支付指令，进行进一步的询问，并且在需要时，根据本地或国际基于经济或贸易的制裁阻止或拒绝提供服务；及
  - (g) 贵方将不会为非法的目的或交易而使用贵方**账户**或我行的任何产品和服务。
- 2.2 在我行允许贵方向贵方客户或第三方提供直接使用**账户**或我行的产品和服务的权限的情况下，一经我行要求，贵方将向我行提供接受贵方所提供的该等服务的第三方的反洗钱控制的证据，包括但不限于提供一份客户名称和信息清单以允许我行以与我行的反洗钱制度要求相一致的方式便捷地识别该等客户。

- 2.3 We will not be liable for any related loss or negative outcome resulting from the failure of your compliance with the representations and warranties set out in this Schedule.
- 2.3 对于因贵方未能遵守本附件所列的陈述与保证而导致的任何相关损失或不利后果，我行将不承担责任。

### 3. JURISDICTION SPECIFIC PROVISIONS

### 3. 法域特别规定

- 3.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

- 3.1 若某一账户维持于下列法域，适用下列与该法域相关的补充条款和条件。

#### SPAIN

#### 西班牙

- 3.2 In Clause 2.1 (d) of this Schedule the following terms are disapplied:

- 3.2 本附件第 2.1(d)条的下列条款不适用：

"without our prior knowledge and express written consent"

“除非获得我行事先认可和明确的书面同意”。

- 3.3 Clause 2.2 of this Schedule is disapplied.

- 3.3 本附件第 2.2 条不适用。

#### GERMANY

#### 德国

- 3.4 In Clause 2.3 of this Schedule a new paragraph is inserted as follows:

- 3.4 在本附件第 2.3 条插入以下一段新段落：

*"The limitations set out in this Clause 2.3 will not apply in respect of liabilities for (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."*

*“本第 2.3 条所列的限制将不适用于下列责任：(a) 对个人造成的损害(Verletzung von Leben, Körper und Gesundheit)；(b) 因我行或我行的董事、管理人员、代理人或代表我行的人士的故意(Vorsatz)或重大过失(grobe Fahrlässigkeit)而导致的任何损失、责任、索赔、损害或开销；或(c)完全因我行或我行董事、管理人员、代理人或代表我行的人士的一般过失(einfache Fahrlässigkeit)而导致的，与违反本附件项下关键权利或义务(Kardinalspflichten)相关的任何损失、责任、索赔、损害或开销。”*

FUND MANAGER SCHEDULE

SUPPLEMENTAL TERMS AND CONDITIONS  
APPLYING TO FUND MANAGERS AND TRUSTEES

PLEASE NOTE YOU WILL NEED TO PROVIDE  
INFORMATION AS SPECIFIED BELOW

1. APPLICATION

1.1 These terms and conditions will apply where you are a fund manager ("**Fund Manager**") or trustee ("**Trustee**") acting on behalf of one or more funds (each a "**Fund**") and the Accounts are held by you solely in your capacity as agent, nominee, designee or trustee (as applicable) for and on behalf such Funds. For this purpose, a Fund will include any collective investment scheme as defined under Applicable Law including, in the case of a Fund that is an umbrella fund, sub-funds in the umbrella fund.

1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement ("**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1.3 By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the beneficial owner of the Accounts.

2. FUND LIST

2.1 You will provide us (by separate document acceptable to us) a list of the Funds in respect of which we have agreed to provide services under the Agreement (the "**Fund List**").

基金管理人附件

适用于基金管理人和受托人的  
补充条款和条件

请注意贵方将需要提供下列规定的信息

1. 适用

1.1 本条款和条件将适用于贵方系代表一个或多个基金（各为一个“**基金**”）行事的基金管理人（“**基金管理人**”）或受托人（“**受托人**”）并且贵方以代理人、名义持有人、受委任人或受托人（视情况而定）的身份为了并且代表该等**基金**单独持有**账户**。为此目的，**基金**将包括**适用法律**项下定义的任何集合投资计划，包括，在某**基金**为伞型基金的情况下，该伞型基金中的子基金。

1.2 若适用本条款和条件，则本条款和条件并入且成为依据**全球客户账户协议**（“**GCAA**”）第 3.1 条视为存在的各单独**协议**的一部分。若本条款和条件与**GCAA** 中的其他条款存在任何不一致之处，则以本条款和条件为准，除非 **GCAA** 中的相关条款已经被**法域附件**修改，在此情况下将以**法域附件**修改的该**GCAA** 条款为准。除非本补充条款和条件另有修订、补充或变更，**协议**中的规定持续具有完全的效力。

1.3 作为 **GCAA** 第 2.2 条的例外，贵方保证贵方将作为**基金**的名义持有人、受委任人或代理人（视情况而定），而不是**账户**的受益所有人，设立并持有**账户**。

2. 基金名录

2.1 贵方将向我行（以我行可接受的单独文件）提供一份**基金**的清单，就该等**基金**我行已经在**协议**项下同意提供服务（“**基金名录**”）。

- 2.2 The Fund List must contain for each Fund the information as specified in Appendix A below (the "**Required Information**"). You may add additional Funds to the Fund List with our prior written consent.
- 2.2 **基金名录**必须包括如下**附录A**中列明的各**基金**的信息（“**必要信息**”）。经我行事先书面同意，贵方可以在**基金名录**中增加额外的**基金**。
- 2.3 Should any of the Required Information become out of date, you will immediately notify us of that fact and provide updated information accordingly.
- 2.3 若任何**必要信息**已过时，贵方将立即将该事实告知我行，并相应提供更新后的信息。
- 2.4 You agree that we are not obliged to provide any products or services in respect of any Fund that has not been approved by us or in respect of which the Required Information has not been provided to, or is not acceptable to, us.
- 2.4 贵方同意，我行没有义务就我行尚未批准，或者尚未向我行提供其**必要信息**或我行不能接受其**必要信息**的任何**基金**提供任何产品或服务。
- 2.5 You agree and are authorised, as agent of each Fund on the Fund List, to bind each such Fund to the Agreement.
- 2.5 贵方同意并已获授权，作为**基金名录**中各**基金**的代理人，使各该等**基金**受本协议约束。
3. **OMNIBUS ACCOUNTS AND OVERDRAFTS**
3. **综合账户和透支**
- 3.1 We will establish and maintain one or more Accounts in which money for each Fund on the Fund List will be held (each an "**Omnibus Account**").
- 3.1 我行将设立并维持一个或多个将持有**基金名录**上各**基金**的资金的**账户**（各为一个“**综合账户**”）。
- 3.2 You agree and acknowledge that you are responsible for keeping records of each Fund's money and assets and performing reconciliations of each Fund's money and assets in accordance with its constitutional documents and Applicable Law, and that we have no such responsibility. We will, however, keep records of the gross balance of and all transactions effected in respect of each Omnibus Account and provide statements of each Omnibus Account to you with the frequency agreed under Clause 8.5 of the GCAA.
- 3.2 贵方同意并认可，贵方有责任根据各**基金**的组织性文件和**适用法律**，记录各**基金**的资金和财产，并对各**基金**的资金和财产进行对账，并且我行没有该等责任。尽管如此，我行仍将记录各**综合账户**的总余额以及各**综合账户**中生效的所有交易，并以**GCAA**第8.5条中约定的频率向贵方提供各**综合账户**的对账单。
- 3.3 You will take all reasonable steps to ensure that you only submit instructions to us to effect a transaction in respect of a Fund on the Fund List where, at the time the transaction is to be effected:
- 3.3 贵方将采取所有合理的步骤以确保贵方在交易即将生效时，仅在符合以下条件的情况下向我行提交令**基金名录**中某**基金**的交易生效的指令：
- 3.3.1 there are sufficient cleared funds belonging to the Fund in the relevant
- 3.3.1 相关**综合账户**中有充足的归属于该**基金**的已结算资金以使交易生

- Omnibus Account to effect the transaction; or
- 3.3.2 you have sufficient assets of the Fund in your possession or control to meet the Fund's obligations in respect of the transaction.
- 3.4 You agree and acknowledge that we are under no obligation to allow any Omnibus Account to become overdrawn in order to effect any transaction.
- 3.5 You agree and acknowledge that you are responsible for ensuring that the monies of each Fund are at all times identifiable by you in accordance with your records and that (subject to the terms of each Fund's constitutional documents) no Fund may have recourse to money or assets belonging to any other Fund in the event of a shortfall. In the event that, on reconciling your records of a Fund's cleared and uncleared monies, you become aware that an instruction has been submitted in respect of which there were or are insufficient cleared funds in the relevant Omnibus Account to effect the relevant transaction, you must promptly notify us of that fact and the identity of the relevant Fund. Without prejudice to Clause 3.4 of this Schedule, in the event that an Omnibus Account becomes overdrawn as a result of one or more transaction:
- 3.5.1 the relevant Fund will be charged interest on the overdrawn amount at a rate notified by us from time to time and must, on demand, repay the overdrawn amount and pay any accrued interest on that amount; and
- 3.5.2 in the event that the relevant Fund has insufficient assets to repay any overdraft and accrued interest in full, you agree to indemnify us on demand against any shortfall.
- 3.6 For the avoidance of doubt, any interest that accrues on any overdraft balance in accordance with Clause 3.5 of this Schedule will be payable by the Fund on whose behalf
- 效; 或
- 3.3.2 贵方拥有或控制充足的**基金**财产以满足**基金**关于交易的义务。
- 3.4 贵方同意并认可我行没有义务允许任何**综合账户**透支以使任何交易生效。
- 3.5 贵方同意并认可, 贵方有责任确保各**基金**的资金在任何时候均可以根据贵方的记录被贵方识别, 并且(受限于各**基金**的组织性文件)在资金不足的情况下, 没有**基金**可以追索归属于任何其他**基金**的资金或财产。若贵方在对某一**基金**已结算和未结算资金的贵方记录进行对账时发现某一指令已经提交, 但就该指令相关**综合账户**中曾经或现在并没有充足的已结算资金令相关交易生效, 贵方必须立即将该事实和相关**基金**的身份通知我行。在不影响本**附件**第3.4条的前提下, 在一项或多项交易导致某一**综合账户**出现透支的情况下:
- 3.5.1 就透支的金额将按照我行不时通知的利率向相关**基金**计收利息, 并且一经要求, 相关**基金**必须偿还透支的金额并支付该金额产生的任何利息; 及
- 3.5.2 在相关**基金**没有充足财产足额偿还任何透支和产生的利息的情况下, 贵方同意一经要求, 补偿我行任何不足的部分。
- 3.6 为免歧义, 根据本**附件**第3.5条, 任何透支余额产生的任何利息将由使相关交易生效的被代表的**基金**支付, 并且就任何透支额而言, 我行没有对贵方管理



the relevant transaction was effected and we will not have recourse to the assets of any other Fund managed by you in respect of any overdraft balance.

- 3.7 We may, at any time, require the payment on demand of the debit balance on any Omnibus Account notwithstanding the existence of a credit balance on any other Omnibus Account.

#### 4. SET-OFF

- 4.1 Clause 4.2.1 of this Schedule applies only in circumstances where an Omnibus Account has funds belonging to just one Fund. Clause 4.2.2 of this Schedule applies only in cases in which an Omnibus Account has funds belonging to more than one Fund.

- 4.2 In addition to our rights as expressed in Clause 7 of the GCAA, we may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment):

4.2.1 in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any money held in any such Omnibus Accounts (or other accounts containing money belonging to the Fund not subject to the Agreement) in any currency towards payment of any amount owing by the relevant Fund to us, even if the Omnibus Accounts (or other accounts) are at different branches. We will also be entitled to accelerate the maturity of any fixed term deposit made by or on behalf of the Fund. For the purposes of this Clause, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we

的任何其他**基金**的财产进行追索的权利。

- 3.7 我行可以在任何时候要求见索即付任何**综合账户**的借方余额，尽管任何其他**综合账户**存在贷方余额。

#### 4. 抵销

- 4.1 本附件第 4.2.1 条仅适用于某一**综合账户**的资金只归属于一个**基金**的情形。本附件第 4.2.2 条仅适用于某一**综合账户**的资金归属于不止一个**基金**的情形。

- 4.2 除 GCAA 第 7 条中规定的我行权利外，我行可以（在任何时候，并且不影响不论如何产生的我行任何其他权利，且无须提前通知或要求付款）：

4.2.1 在两个或两个以上的**综合账户**分别持有只归属于一个**基金**的资金的情况下，组合、合并或统一所有或任何该等**综合账户**（或该**基金**可能在我行持有的但不受限于**协议**的其他账户）的余额，或将该等**综合账户**（或包含归属于该**基金**的资金但不受限于**协议**的其他账户）中持有的任何币种的任何资金予以保留、使用或抵销，以偿付有关**基金**欠付我行的任何款项，即使**综合账户**（或其他账户）分处不同的分行。我行也将有权令**基金**存入的或代表**基金**存入的任何定期存款提前到期。为本条之目的，我行可以在我行认为合理的该等时间，以我行认为合理的该等汇率进行货币转换，并且可以在任何账户之间进行我行认为必要的该等转账；及

consider necessary; and

4.2.2 in circumstances in which an Omnibus Account has funds belonging to more than one Fund, retain, apply or set off any part of the balance in the Omnibus Account standing to the credit of any Fund in any currency towards payment of any amount owing by that Fund (but not any other Fund) to us and (for this purpose) effect any currency conversion or transfer between the Omnibus Account and any other account of any such Funds.

4.2.2 在某一**综合账户**持有的资金归属于不止一个**基金**的情况下，将**综合账户**中计入任何**基金**贷方的任何币种的余额的任何部分予以保留、使用或抵销，以偿付该**基金**（而不是任何其他**基金**）欠付我行的任何款项，并且（为此目的）在**综合账户**和任何该等**基金**的任何其他账户之间进行任何货币转换或转账。

## 5. REPRESENTATIONS AND WARRANTIES

## 5. 陈述与保证

5.1 On your own behalf and on behalf of each Fund, you represent and warrant to us and agree that:

5.1 贵方代表自己和各**基金**向我行陈述和保证并同意：

5.1.1 you and each Fund (as applicable) each have all necessary authority, capacity, powers, consents, licences and authorisations and have taken all necessary action to enable you/them to lawfully enter into and perform the terms set out in the Agreement;

5.1.1 贵方和各**基金**（视情况而定）已分别拥有所有必要的权限、能力、权力、同意、许可和授权，并且已经采取了所有必要的行动以确保贵方/它们能够合法地签署并履行**协议**列明的条款；

5.1.2 each person agreeing to the Agreement has been duly authorised to do so;

5.1.2 同意**协议**的各方人士已经获得适当授权以同意**协议**；

5.1.3 the Agreement and the obligations created hereunder are binding on, and are enforceable against, you and/or each Fund (as applicable) in accordance with its terms (subject to any applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you or any Fund is bound;

5.1.3 **协议**和本**附件**项下创设的义务，根据其条款（受限于任何适用的衡平原则），对贵方和/或各**基金**（视情况而定）具有约束力且可强制执行，并且现在及将来均不会违反对贵方或任何**基金**具有约束力的任何法规、命令、指控或**协议**；

5.1.4 each Fund is the beneficial owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect

5.1.4 各**基金**是在**协议**项下代表该**基金**存入我行或以其他方式由我行代表该**基金**持有的所有资金和/或其他财产的受益所有人，并且不包括就这些财产适用的任何托管

of those assets, those assets are:

(a) free and clear of any assignment, power granted to third party, mortgage, charge, pledge, lien, security interest or encumbrance (of any nature whatsoever) or interest, right or claim of any third party or other priority claim; and

(b) without any significant security arrangements affecting the ownership of the assets;

5.1.5 any information (including any Required Information) which you provide, or have provided, to us in respect of either you or any Fund is complete and accurate and not misleading in any material respect; and

5.1.6 you and each Fund have, at all times, all regulatory authorities necessary to undertake your respective businesses and are in all material respects in compliance with all Applicable Law.

## 6. COVENANTS

6.1 On your own behalf and on behalf of each Fund, you covenant to us that you will:

6.1.1 provide to us on request as soon as reasonably practicable any information requested by us (including any Required Information and copies of the relevant sections of each Fund's constitutional documents relating to its capacity to appoint an agent to act on its behalf) and update any Required Information on a six-monthly basis or at such other times as we may reasonably request;

6.1.2 ensure at all times that you and each Fund obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, capacity, powers, consents,

人的留置物, 这些财产:

(a) 不存在任何转让、赋予第三方的权力、抵押、押记、质押、留置、担保权益或负担(无论何种性质)或任何第三方的权益、权利或主张或其他优先权主张; 及

(b) 不存在影响财产所有权的任何重大担保安排;

5.1.5 贵方向我行提供或已经提供的关于贵方或任何**基金**的任何信息(包括任何**必要信息**)是完整和准确的, 并且在任何重大方面不具误导性; 及

5.1.6 贵方和任何**基金**在所有时候均拥有从事贵方相应业务所必需的所有监管机关授权, 并且在所有重大方面均遵守所有**适用法律**。

## 6. 承诺

6.1 贵方代表自己和各**基金**向我行承诺贵方将:

6.1.1 一经要求, 在合理地切实可行的范围内尽快向我行提供我行要求的任何信息(包括任何**必要信息**, 以及各**基金**的组织性文件中与指定代理人代表其行事的能力有关的章节的复印件), 并且每六个月或在我行可能合理要求的该等其他时间, 更新任何**必要信息**;

6.1.2 确保在所有时候贵方和各**基金**均获得**适用法律**就贵方和各**基金**要求的所有权限、能力、权力、同意、许可和授权, 并遵守其条款, 并且为维持其完全的效力而采取

licences and authorisations required by Applicable Law in respect of you and each Fund;

6.1.3 promptly notify us if any of the representations or warranties set out in the Agreement ceases to be correct or of any other developments which would be of relevance to our relationship with you or any Fund, including without limitation when you cease to be the Fund Manager or the Trustee of the Fund or, if there is a breach of any of your or the Fund's undertakings or if any circumstances change in relation to them; and

6.1.4 in respect of each Fund, ensure that either you or the relevant Fund:

(a) maintain books and records of each Fund's assets and, when requested by us, make those books and records available to us; and

(b) maintain records of the amounts in the Omnibus Account belonging to each Fund, in circumstances where an Omnibus Account contains amounts belonging to more than one Fund.

## 7. INSOLVENCY AND TERMINATION

7.1 In addition to our rights as expressed in Clause 9 of the GCAA, should an insolvency event relating to any Fund occur, we may immediately and without notice close the relevant Omnibus Accounts and terminate the relationship with you and/or the relevant Fund. Any affected Omnibus Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal as agent, nominee or designee (as applicable) for and on behalf of the relevant Fund, (provided that you ensure that the balance is dealt with in compliance with all Applicable Law and the constitutional documents of each relevant Fund). Unless

所有必要行动;

6.1.3 及时就以下情况通知我行: 若协议中列明的任何陈述或保证不再正确, 或出现可能与我行与贵方或任何**基金**的关系相关的任何其他变化(包括但不限于当贵方不再担任**基金**的**基金经理人**或**托管人**的情况), 或者若出现违反贵方或**基金**的任何承诺的情况, 或与之相关的任何情况发生变化; 及

6.1.4 就各**基金**而言, 确保贵方或相关**基金**:

(a) 维持各**基金**财产的账簿和记录, 并且在我行要求时, 向我行提供该等账簿和记录; 及

(b) 在某一**综合账户**持有归属于不止一个**基金**的资的情况下, 维持**综合账户**中归属于各**基金**的资的记录。

## 7. 破产和终止

7.1 除 GCAA 第 9 条明确规定的我行权利之外, 若发生与任何**基金**有关的破产事件, 我行可以立刻且在没有通知的情况下注销相关**综合账户**, 并且终止与贵方和/或相关**基金**的关系。任何受到影响的**综合账户**将停止产生贷方利息, 并且其中的任何贷方余额将交由作为代表相关**基金**的代理人、名义持有人或受委任人(视情况而定)的贵方处置(前提是贵方确保以遵守所有**适用法律**和各有关**基金**的组织性文件的方式处理余额)。除非另有明确的书面约定, 我行将有权在任何时候取消任何相关信贷承诺和未偿还部分, 并且要求立刻从相关

ETS/GCAA/Chinese Translation/V4

otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Omnibus Accounts out of the assets of the relevant Fund. Thereafter any outstanding amounts owed to us in respect of affected Omnibus Accounts will accrue debit interest in accordance with Clause 7.1 of the GCAA.

## 8. MISCELLANEOUS

8.1 You agree (on your own behalf and on behalf of each Fund) that no Fund may assign, grant power, mortgage, or create or permit to subsist any lien, security interest or encumbrance (of any nature whatsoever) or any interest, right or claim of any third party on or with respect to, any of any Fund's rights or interest in or to any Omnibus Account (including credit balances) except in our favour or with our prior written consent.

8.2 You will advise us without delay of any change in any Fund's the legal status, name, address or capacity or rights with respect to any Omnibus Accounts and of any other change affecting your or any Fund's business relations with us (including, without limitation, the appointment of any insolvency officer in respect of Fund). Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.

8.3 You agree (on your behalf and on behalf of each Fund) that we will not be liable for any losses or damages that you or any Fund may suffer or incur in relation to Omnibus Accounts if we act on Instructions provided by:

8.3.1 electronic mail, whether or not authorised by an Account Signatory;

8.3.2 facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or

基金的财产中支付我行关于任何受影响的**综合账户**的主张（无论是直接还是或有的）。此后，就任何受影响的**综合账户**欠付我行的任何未偿还款项将根据**GCAA** 第 7.1 条产生借方利息。

## 8. 其他

8.1 贵方（代表自己和各**基金**）同意，关于任何**综合账户**中的任何**基金**权利或权益（包括贷方余额）或者在其之上，**基金**不得进行转让，授权，抵押，创设或允许存在任何留置权、担保权益或负担（无论何种性质）或任何第三方的权益、权利或主张，除非是为我行利益或经我行事先书面同意。

8.2 贵方将毫不迟延地告知我行任何**基金**的法律地位、名称、地址或能力或关于任何**综合账户**的权力的任何变化，以及影响贵方或任何**基金**与我行的业务关系的任何其他变化（包括但不限于就**基金**任命任何破产管理人）。任何该等通知将在我行收到并经过一段合理的时间可以按其操作后方可生效。

8.3 贵方（代表自己和各**基金**）同意，如果我行按照以下列方式提供的**指令**行事，对于贵方或任何**基金**可能遭受或产生的与**综合账户**有关的任何损失或损害，我行概不负责：

8.3.1 电子邮件，无论是否由某一**账户**签字人授权；

8.3.2 显示有一名或多名**账户**签字人所谓签名的传真，或者如果**指令**中的其他信息被篡改或者以其他方式

otherwise forged; or

式伪造；或

- 8.3.3 SWIFT (authenticated or otherwise) message, whether or not authorised, provided only that, in the case of sub-clauses 8.3.1 or 8.3.2 above, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 8.3.3 **SWIFT** 报文（经认证的或者其他形式的），无论是否经授权，唯一的前提是，对于上述第 8.3.1 条或第 8.3.2 条的情况，我行善意相信该等人士是**账户签字人**或该等签名是真实的。
- 8.4 In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 8.4 作为我行根据 **GCAA** 第 5.4 条行事的对价，就我行遭受或承受的无论何种性质、亦无论如何产生的任何及全部损失、索赔、诉讼、程序、判决、命令、责任、要求、损害、成本及费用（包括但不限于法律费用及内部法律服务的分摊成本）（合称“**损害**”），贵方（代表自己和各**基金**）同意，一经要求即向我行做出补偿并令我行一直获得补偿，但因我行欺诈、重大过失或故意不当行为直接导致的该等**损害**的情况除外。该等补偿在本**协议**终止后仍然有效，没有时间限制。
- 8.5 In respect of any breach of the Agreement relating to the assets of any particular Fund in any Omnibus Account, our rights in respect of those assets will apply in respect of the assets of that Fund only and not in respect of the assets of any other Fund in the relevant Omnibus Accounts. This will be without prejudice to our rights as against you in respect of any breach of the Agreement.
- 8.5 对于任何违反与任何**综合账户**中任何特定**基金**财产有关的**协议**的情况，我行关于该等财产的权利将仅对该**基金**的财产适用，并不适用于相关**综合账户**中任何其他**基金**的财产。这不会影响我行因任何违反**协议**的情况而针对贵方享有的权利。
9. **JURISDICTION SPECIFIC PROVISIONS**
9. **法域特别规定**
- 9.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.
- 9.1 若某一**账户**维持于下列法域，适用下列与该法域相关的补充条款和条件。
- GERMANY**
- 德国**
- 9.2 Clause 4.2.1 of this Schedule is replaced as follows:
- 9.2 本**附件**第 4.2.1 条替换如下：
- "in circumstances in which two or more Omnibus Accounts each have funds*
- "在两个或两个以上的**综合账户**分别*

*belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any obligations due towards payment of any amount owing by the relevant Fund to us even if the Omnibus Accounts (or other accounts) are at different branches; and"*

- 9.3 A new Clause 4.3 is inserted into this Schedule as follows:

*"For the purposes of Clause 4 of this Schedule, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary."*

- 9.4 The first sentence of Clause 5.1.4 of this Schedule is replaced as follows:

*"each Fund is the beneficial owner (wirtschaftlich Berechtigter) of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:"*

- 9.5 In Clause 8.3 of this Schedule a new paragraph will be inserted as follows:

*"The limitations set out in this Clause 8.3 will not apply in respect of liabilities for (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."*

持有只归属于一个**基金**的资金的情况下，组合、合并或统一所有或任何该等**综合账户**（或该**基金**可能在我行持有的但不受限于**协议**的其他账户）的余额，或保留、使用或抵销任何到期债务，以偿付有关**基金**欠付我行的任何款项，即使**综合账户**（或其他账户）分处不同的分行；及”

- 9.3 在本**附件**中插入以下新的第 4.3 条：

“为本**附件**第 4 条之目的，我行可以在我行认为合理的该等时间，以我行认为合理的该等汇率进行货币转换，并且可以在任何账户之间进行我行认为必要的该等转账。”

- 9.4 本**附件**第 5.1.4 条的第一句替换如下：

“各**基金**是在**协议**项下代表该**基金**存入我行或以其他方式由我行代表该**基金**持有的所有资金和/或其他财产的受益所有人（wirtschaftlich Berechtigter），并且不包括就这些财产适用的任何托管人的留置物，这些财产：”

- 9.5 在本**附件**第 8.3 条插入以下一段新段落：

“本第 8.3 条所列的限制将不适用于下列责任：(a) 对个人造成的损害 (Verletzung von Leben, Körper und Gesundheit)；(b) 因我行或我行的董事、管理人员、代理人或代表我行的人士的故意 (Vorsatz) 或重大过失 (grobe Fahrlässigkeit) 而导致的任何损失、责任、索赔、损害或开销；或(c) 完全因我行或我行董事、管理人员、代理人或代表我行的人士的一般过失 (einfache Fahrlässigkeit) 而导致的，与违反本**附件**项下关键权利和义务(Kardinalspflichten) 相关的任何损失、责任、索赔、损害或开销。”

9.6 Clause 8.4 of this Schedule is replaced as follows:

*"In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement."*

#### INDONESIA

9.7 Clause 1.3 of this Schedule is replaced as following:

*"By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the owner of the Accounts."*

9.8 The first sub-paragraph of Clause 5.1.4 of this Schedule is replaced with the following:

*"each Fund is the owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect of those assets, those assets are:"*

9.6 本附件第 8.4 条替换如下:

*“作为我行根据 GCAA 第 5.4 条行事的对价，就我行遭受或承受的无论何种性质、亦无论如何产生的任何及全部损失、索赔、诉讼、程序、判决、命令、责任、要求、损害、成本及费用（包括但不限于法律费用及内部法律服务的分摊成本）（合称“**损害**”），贵方（代表自己和各**基金**）同意，一经要求即向我行做出补偿并令我行一直获得补偿，但因我行欺诈、重大过失或故意不当行为直接导致的该等**损害**的情况除外。该等补偿在本**协议**终止后仍然有效。”*

#### 印度尼西亚

9.7 本附件第 1.3 条替换如下:

*“作为 GCAA 第 2.2 条的例外，贵方保证贵方将作为**基金**的名义持有人、受委任人或代理人（视情况而定），而不是**账户**的所有人，设立并持有**账户**。”*

9.8 本附件第 5.1.4 条的第一子段替换如下:

*“各**基金**是在**协议**项下代表该**基金**存入我行或以其他方式由我行代表该**基金**持有的所有资金和/或其他财产的所有人，并且不包括就这些财产适用的任何托管人的留置物，这些财产包括：”*



APPENDIX A

REQUIRED INFORMATION

1. A) Name of Fund Manager or Trustee

This should be the full legal name of the Entity (Fund Manager/Trustee):

[insert name of the relevant Entity]  
(Fund Manager/Trustee)

B) Names of the Funds

This should be the full legal name of each Fund. If any Fund is an umbrella fund and the trade relates to sub-funds, the names of the sub-funds are also required.

[insert names of all Funds]

2. Relevant Jurisdiction

This should be the jurisdiction of incorporation for the companies or other bodies corporate or governing law of the constitutional document for partnerships and trusts and other collective investment scheme structures.

3. Sector Classification

附录 A

必要信息

1. A)基金管理人或受托人的名称

此处应为**实体**（基金管理人/受托人）的法定全称。

[填入相关**实体**的名称] (基金管理人/受托人)

B) 基金名称

此处应为各**基金**的法定全称。若任何**基金**是伞型基金，并且交易与子基金相关，则也需要子基金的名称。

[填入全部**基金**的名称]

2. 相关法域

此处应为公司或其他法人主体的设立法域或合伙、信托和其他集合投资计划结构的组织性文件的准据法法域。

3. 部门分类

Sector Classification 部门分类	Includes 包括	Additional Sub Classification Requirements 附加子分类要求
Banks and other regulated financial institutions 银行和其他受监管的金融机构		
Charities / Endowments 慈善团体 / 捐赠基金	Non profits 非营利	
Sovereign 主权国家	a. Central banks, reserves management and government agencies; and 中央银行、储备管理和政府机构；及 b. Supranationals and treaty	

	organizations 超国家组织和条约组织	
Insurance 保险	Insurance, assurance and reinsurance companies 保险、承保和再保险公司	
Pension Fund 养老基金	All pension funds including ERISA 包括 ERISA 在内的所有养老基金	
Collective Investment Schemes 集合投资计划	All regulated and unregulated collective investment vehicles 所有受监管和不受监管的集合 投资工具	"Unregulated" or "regulated". If regulated, category of regulation is also required “不受监管”或“受监管”。 若受监管，还需要监管类 别。
Corporate 公司	All companies which do not fit into any of the categories above 所有不能纳入任何上述类别的 公司	
Other 其他	Private investment vehicles, anything not covered by other categories 私人投资工具，未被上述类别 涵盖的任何实体	Entity description 实体描述

4. **Net Asset Value of each Fund** (the current value of the portfolio of the Fund on any given date). 4. **各基金的财产净值**（基金的投资组合在任何给定日期的现值）。

5. **Addresses of registered offices** 5. **注册办公地址**

**SERVICE SCHEDULE**

**SUPPLEMENTAL TERMS AND CONDITIONS  
APPLYING TO INCOMING MT101 FROM THIRD  
PARTY BANK**

1. These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.
2. Your instructions to us in respect of all Account transactions for the purposes of Clause 4.2 of the GCAA may also be delivered as a duly authenticated SWIFT MT101 (in the format as specified by us from time to time) and from a bank nominated by you in writing and as agreed by us (a "**Forwarding Bank**").
3. Subject to the terms of Clause 6 of the GCAA, we will have no liability for any instructions issued by a Forwarding Bank; our only liability in respect of processing such instructions will be to ensure that we have sufficient information to process the payment; and where such information is lacking from a mandatory field in a SWIFT MT101, we will not process the relevant instruction and will inform the Forwarding Bank accordingly.
4. In addition to the entities listed in, and in line with the provisions of, Clause 10.5 of the GCAA, we and our branches, offices and affiliates may disclose Customer Information (including Personal Data) to Forwarding Banks.

**服务附件**

**适用于接收第三方银行 MT101 报文的  
补充条款和条件**

1. 本条款和条件应当并入且成为依据**全球客户账户协议** ("**GCAA**") 第 3.1 条视为存在的各单独**协议**的一部分。若本条款和条件与 **GCAA** 中的其他条款存在任何不一致之处, 则以本条款和条件为准, 除非 **GCAA** 中的相关条款已经被**法域附件**修改, 在此情况下将以**法域附件**修改的该 **GCAA** 条款为准。除非本条款和条件另有修订、补充或变更, **协议**中的规定持续具有完全的效力。
2. 贵方为 **GCAA** 第 4.2 条之目的向我行发出的关于所有**账户**交易的指令, 也可以由贵方书面指定且经我行同意的某家银行 ("**转递银行**") 以经适当认证的 **SWIFT MT101** 报文形式 (按我行不时规定的格式) 发送。
3. 受限于 **GCAA** 第 6 条的条款, 我行无须对某家**转递银行**发出的任何指令负责; 关于该等指令的处理, 我行仅负责确保我行拥有足够的信息处理付款; 并且如果 **SWIFT MT101** 报文中的必填项目缺少该等信息, 我行将不会处理相关指令并将相应地通知该**转递银行**。
4. 除 **GCAA** 第 10.5 条列明的实体以外, 在遵守 **GCAA** 第 10.5 条规定的同时, 我行及我行的分行、办事处和关联方可以向**转递银行**披露**客户信息** (包括**个人数据**) 。